AGREEMENT

between the

Cleveland Heights—University Heights

Board of Education

and the

Ohio Association of Public School Employees

Local #102

Effective
July 1, 2025 – June 30, 2028

THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Elizabeth Kirby, Superintendent of Schools

THE BOARD OF EDUCATION

Malia Lewis, Board President
Gabe Crenshaw, Vice President
Dan Heintz
Phil Trimble
Jodi Sourini

O.A.P.S.E. LOCAL 102
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

THE NEGOTIATING TEAMS

For the Board of Education

Dr. Paul Lombardo	Assistant Superintendent
A. Scott Gainer	Treasurer
George Petkac	Director of Business and Operations
Carla Morris	Human Resources Specialist
Sean Patton	Human Resources and District Compliance Officer
Lindsay Gingo	Board Counsel

For OAPSE Local 102

Quinzetta Ellis	President, Local 102, Kindergarten Paraprofessional
Carmen Harnett	Vice President, Local 102, Job Coach
Manyan Kollie	SPED Pre-K Paraprofessional
Stacy Warner	Administrative Assistant
Matt Lark	OAPSE Field Representative

PREAMBLE FOR LOCAL 102

1. WHEREAS, the parties of these negotiations have a common goal of providing the best possible education for the students of this district; and

2. WHEREAS, the success of this school district is dependent, among other things, upon the mutual understanding and cooperation between the Board of Education and its employees; and

3. WHEREAS, The Ohio Association of Public School Employees, Local #102 has been duly elected as representative of the Cleaners, Cafeteria Employees[1], Secretaries, Paraprofessionals/Lunchroom Non-Paraprofessionals, Lead Instructors[1], Associate Instructors, and Food Service Employees in the entire Early Childhood Department[1], and Before and After School[1]. The Cleveland Heights-University Heights Board of Education will discuss with OAPSE Local #102 matters concerning salaries, benefits and terms and conditions of employment; and

4. WHEREAS, after extended negotiations, the Board and OAPSE Local #102 have reached agreement; THEREFORE BE IT RESOLVED, that the following Agreement is adopted.

[1] As the Lead Instructor and Before/After School positions are no longer active, references to those positions have been captured in a "Legacy" document included as Appendix 7. Likewise, cafeteria employees/workers, lunchroom nonprofessionals and food service employees in the entire Early Childhood Department are no longer active bargaining unit positions, having been subcontracted in accordance with Article 1.A. the 2017-2019 negotiated agreement, Appendix 10, and Appendix 11 herein; references to those positions have been captures in a "Legacy" document included in Appendix 8.

TABLE OF CONTENTS

		Page
PREAMBLE		ii
ARTICLE 1 - RECOGNITION		1
A.	EXCLUSIVE BARGAINING AGENT	1
B.	EXCLUSIONS	1
C.	GENERAL	1
D.	DURATION	2
ARTICLE 2 - UNION RIGHTS		2
A.	MEMBERSHIP DUES	2
B.	OTHER VOLUNTARY DEDUCTIONS	3
C.	RELEASE TIME AND AUTHORIZED DELEGATES	3
D.	AUTHORIZED DELEGATES - PROFESSIONAL LEAVE	3
E.	UNION INPUT INTO NEW CLASSIFICATIONS CREATED BY THE BOARD	3
F.	BULLETIN BOARD/MAILBOX	4
ARTICLE 3 - NON-DISCRIMINATION		4
A.	DISCRIMINATION PROHIBITED	4
B.	NO DISCRIMINATION ON ACCOUNT OF OAPSE ACTIVITY	4
ARTICLE 4 - NEGOTIATION PROCEDURE		4
A.	REQUEST TO OPEN NEGOTIATIONS	4
B.	NEGOTIATING MEETINGS	4
C.	PROPOSALS	5
D.	NEWS RELEASES	5
E.	AGREEMENT	5
F.	IMPASSE	5
G.	WAIVER OF NEGOTIATIONS	6
ARTICLE 5 - EMPLOYMENT PRACTICES		6
A.	PERSONNEL FILES	6
B.	EVALUATIONS	7
C.	COMPLIANCE WITH BOARD POLICY AND ADMINISTRATION REGULATIONS	7
D.	HEALTH EXAMINATION	7
E.	FIRST AID TRAINING	8
F.	PROBATION	8
G.	"NO CHILD LEFT BEHIND ACT"	9
H.	NOTIFICATION OF NEWLY HIRED EMPLOYEES	10
I.	NOTIFICATION OF TRANSFERS	10
J.	GENERAL JOB DESCRIPTIONS	10
ARTICLE 6 - COMPENSATION		11
A.	SALARY SCHEDULES	11

TABLE OF CONTENTS
(continued)

		Page
B.	SALARY ADJUSTMENT DUE TO TRANSFER OR PROMOTIONS FOR SECRETARIES:	22
C.	CAREER INCREMENTS AND LONGEVITY FOR ALL BARGAINING UNIT MEMBERS	24
D.	SALARY SCHEDULE PLACEMENT	25
E.	CLASSIFICATION PAY	25
F.	RETIREMENT SEVERANCE PAY	25
G.	PAYROLL	26
H.	SERVICE CREDIT	26
I.	TAX DEDUCTIONS AND STATE EMPLOYEE'S RETIREMENT SYSTEM	27
J.	195 DAY, 205 DAY, 215 DAY, 225 DAY AND 260 DAY EMPLOYMENT	27
K.	WORKERS' COMPENSATION	28
L.	PAID HOLIDAYS	28
M.	VACATION	29
N.	SEVERE WEATHER-CALAMITY DAYS	30
O.	EMERGENCY CLOSING	30
P.	MEDICARE	31
ARTICLE 7 - LEAVES		31
A.	SICK LEAVE	31
B.	ASSAULT LEAVE	33
C.	PREGNANCY LEAVE	33
D.	PARENTAL LEAVE	34
E.	PATERNITY LEAVE	35
F.	ADOPTION LEAVE	35
G.	PERSONAL LEAVE	35
H.	PROFESSIONAL LEAVE	36
I.	LEAVES OF ABSENCE — ILLNESS OR DISABILITY	36
J.	FAMILY CARE LEAVE	37
K.	BENEFITS DURING LEAVE	37
L.	JURY DUTY AND COURT APPEARANCE	38
ARTICLE 8 - INSURANCE AND FRINGE BENEFITS		38
A.	HOSPITALIZATION & INSURANCE	38
B.	HOSPITALIZATION	38
C.	LIFE INSURANCE	41
D.	DISABILITY INCOME INSURANCE	41
E.	VISION CARE, DENTAL, AND PRESCRIPTION DRUG INSURANCE PACKAGE	42
F.	PART-TIME PRORATE AND ADVERSE SELECTION	42
G.	MULTIPLE BARGAINING UNITS	43
H.	ALL INSURANCE	43

TABLE OF CONTENTS
(continued)

Page

I. EMPLOYEE ASSISTANCE PROGRAM 43
J. FLEXIBLE SPENDING ACCOUNT 43
K. PHYSICAL EXAMINATIONS 43
L. HEPATITIS VACCINE 44
ARTICLE 9 - DUTIES AND WORKING CONDITIONS 44
A. WORK HOURS 44
B. CLEANERS' WORK HOURS 44
C. PARAPROFESSIONALS/NON-PARAPROFESSIONALS 44
D. SECRETARIAL WORK HOURS 45
E. SUMMER WORK 46
F. CALENDAR 46
G. UNIFORMS 47
H. DEPARTMENTAL MEETINGS 47
ARTICLE 10 - TRAINING WORKSHOPS, TESTING & PROFESSIONAL DEVELOPMENT 47
A. TESTING 47
B. TRAINING WORKSHOPS 47
C. PROFESSIONAL DEVELOPMENT 47
D. COMMUNITY SERVICES PROGRAM COURSES 48
ARTICLE 11 - JOB POSTINGS 48
A. POSTING PROCEDURE 48
B. REQUIREMENTS 48
C. SELECTION OF APPLICANTS 48
ARTICLE 12 - REDUCTION 49
A. LAYOFF AND RECALL 49
B. SENIORITY 49
C. REDUCTION PROCEDURES 50
D. BUMPING 50
E. RECALL 51
ARTICLE 13 - CLASSIFICATION SERIES 52
A. Classifications shall be defined as follows: 52
ARTICLE 14 - ALTERNATE WORK ASSIGNMENT/MEDICAL TRANSFERS 52
ARTICLE 15 - DISCIPLINARY ACTION 52
ARTICLE 16 - ADMINISTRATION-UNION CONCERNS 53
ARTICLE 17 - GRIEVANCE PROCEDURE 53
A. PURPOSE 53
B. DEFINITION OF GRIEVANCE 53
C. INFORMAL PROCEDURE 54

TABLE OF CONTENTS
(continued)

Page

D. FORMAL PROCEDURE 54
E. GRIEVANCE — STEP 1 54
F. GRIEVANCE — STEP 2 55
G. GRIEVANCE — STEP 3 55
H. GRIEVANCE — STEP 4 55
I. TIME LIMITATIONS 56
J. GRIEVANCE REPRESENTATIVE 56
K. PROFESSIONAL RIGHTS 56

ARTICLE 18 - NO STRIKE CLAUSE 57
58

ARTICLE 19 - PRINTING AND DISTRIBUTION OF AGREEMENT 57

ARTICLE 20 - AGREEMENT 57

ARTICLE 21 - MANAGEMENT RIGHTS 57

ARTICLE 1 - RECOGNITION

A. EXCLUSIVE BARGAINING AGENT

The Cleveland Heights-University Heights Board of Education recognizes the Ohio Association of Public School Employees/AFSCME-AFL-CIO and its Local #102 as the sole and exclusive bargaining agent for cafeteria workers[1], cleaners, paraprofessionals, lunchroom nonprofessionals[1], secretaries and all regular full-time and part-time employees in the following classifications: Lead Instructors[1] Associate Instructors, and Food Service Employees in the entire Early Childhood Department[1], and Before and After School[1].

Effective July 1, 2025, the position of "Lead Paraprofessional" shall be incorporated into the OAPSE Local #102 bargaining unit. This position will follow a 205-day schedule. A separate salary schedule shall be created for "Lead Paraprofessional" and it shall be paid at the same hourly rate (at all steps) as the 205-day Administrative Assistant.

B. EXCLUSIONS

Excluded from the bargaining unit will be any supervisory and confidential employee. For purposes of this agreement, confidential employees excluded from the bargaining unit include:

One support staff in the Superintendent's office;
Three support staff in Academic Services offices
One support staff in the Director of Business and Operations' office;
One support staff in the Director of Student Services' office;
One support staff in the Communications Department;
One support staff in the Data Department;
One support staff in the Treasurer/CFO's office; and
All Human Resources Department personnel.

The Lead Instructor position for the Early Childhood Preschool Program and former Stepping Stones Program are also excluded.

C. GENERAL

The Union having earned the right as sole and exclusive bargaining agent, the Board shall neither contribute to nor encourage the creation of growth of any rival organizations which have had or seek bargaining rights.

The Union agrees to continue to represent and accept into membership all members of the bargaining unit, without discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability.

The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, color, religion, national origin, sex, ancestry, age or disability.

In addition to the rights contained in any other portion of this Agreement, the Union shall have the right to receive on request, prior to each Board meeting, the Board agenda and Superintendent's comments attached for public distribution and a copy of Board meeting minutes.

D. DURATION

This agreement shall become effective July 1, 2025, and shall continue in effect to and including June 30, 2028.

The recognition shall continue until the termination of the agreement and shall continue uninterrupted unless and until a new bargaining agent is certified or the Association is decertified pursuant to the provision of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2 - UNION RIGHTS

A. MEMBERSHIP DUES

The Board will deduct from the pay of each employee who so authorizes it the required amount of fees for the payment of state and local dues of the bargaining unit on a monthly basis. The authorization of membership shall be continuous and revocable. In order to withdraw membership from the Union, an employee must execute and deliver a written withdrawal request in accordance with the procedure listed on the membership application signed by the employee: a copy of such procedure shall be provided to the Board Treasurer/CFO. To the extent allowable by law, dues deduction authorization may not be revoked at any time or in any manner except as provided in the OAPSE membership application signed by the employee. OAPSE will notify the school district Treasurer/CFO when the dues deduction authorization is properly withdrawn by the employee.

State dues shall be sent to the State OAPSE Treasurer. Local dues shall be sent to the Local Treasurer. The Board agrees not to honor any check off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization. Dues shall be deducted for months worked only.

Subject to the above, Local 102 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of service fees or dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. The Union shall select qualified, competent attorneys. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section may be reopened for negotiations by request of either party.

The Board shall continue the present practice concerning payments and providing printouts and shall provide twice per year a list of all members of the bargaining unit and dues deduction; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of

absence; a list of bargaining unit members granted leaves of absence; and a list of employees who terminate employment.

B. OTHER VOLUNTARY DEDUCTIONS

With proper authorization from the employee, the Board agrees to make payroll deductions for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

C. RELEASE TIME AND AUTHORIZED DELEGATES

1. The President of the bargaining unit, the Vice President of the bargaining unit, and/or the Chairperson of the Grievance Committee shall be allowed not more than a total of six (6) hours per week of released time, if necessary, but shall get the approval of the immediate supervisor, which approval shall be given unless the immediate demands of the job prevent it at the time requested in the opinion of the immediate supervisor. There is a letter dated April 25, 2008 from the Assistant Director of Human Resources written to the Union President documenting the exclusions from "release time."

   Union Orientation: The OAPSE #102 President (or Vice President) has the right to meet with new employees during their union release time, lunch, or before/after school in order to relay Union information and/or attempt to obtain a signed union application from the employee. If the meeting with any new employee is during the President or Vice President's work hours, release time per Article 2 C shall be used/documented; if the meeting is outside such work hours, the time shall be unpaid.

2. In the event time in addition to the six (6) hours provided for herein is required, requests for such additional time, with the reason for the request, shall be submitted to the Chief of Human Resources and Operations who shall have the authority to approve such additional time as is necessary.

D. AUTHORIZED DELEGATES - PROFESSIONAL LEAVE

1. A maximum of five (5) authorized delegates from the bargaining unit shall be permitted to attend their State Convention for a maximum of three (3) days at their own expense, and with no loss of pay. Applications must be made according to regulations specified for professional leave.

2. A maximum of six (6) authorized delegates from the bargaining unit shall be permitted to attend their District Conference for one (1) day at their own expense, and with no loss of pay. Applications must be made according to regulations specified for professional leave.

3. Salary deductions for absence not covered by regulations for leave shall be determined on a per diem basis by dividing the annual contract salary by the number of contract days.

E. UNION INPUT INTO NEW CLASSIFICATIONS CREATED BY THE BOARD

When the Administration intends to create a new classification within the bargaining unit which is not covered in the collective bargaining agreement, the Human Resources Department will

discuss the salary range for such classification as well as the necessary qualifications needed to fill the classification with the President of OAPSE Local #102, prior to the posting and filling of the newly created position(s).

F. BULLETIN BOARD/MAILBOX

1. Each school shall provide adequate space on the present bulletin board for OAPSE materials for the purpose of communications with the bargaining unit. This shall not be interpreted to exclude others from the use of the bulletin board, but their use shall not deprive OAPSE of the exclusive use of the space reserved for OAPSE.

2. The Union shall be permitted to use such staff mailboxes as are currently in place to the extent permitted by law for inter-school communications providing Union materials are properly identified as such, and such distribution does not interfere with normal operations. The Union will be permitted to have a Union mailbox at those buildings where mailboxes exist and space permits.

3. A mailbox will be provided in each building for the use of cleaners.

ARTICLE 3 - NON-DISCRIMINATION

A. DISCRIMINATION PROHIBITED

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of race, national origin, religion or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, gender, or physical disability.

B. NO DISCRIMINATION ON ACCOUNT OF OAPSE ACTIVITY

Neither the Board nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights to engage or not to engage in OAPSE activity.

ARTICLE 4 - NEGOTIATION PROCEDURE

A. REQUEST TO OPEN NEGOTIATIONS

Within ten (10) days after receipt of the intent to negotiate, both parties involved will establish a mutually agreeable site, date, and time for the meeting. The meeting shall not be scheduled, however, earlier than three (3) months prior to the termination date of any existing agreement. All days referred to herein shall be construed as school days.

B. NEGOTIATING MEETINGS

1. The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed six (6) members each. Neither party in any negotiations shall

have any control over the selection of the negotiation or bargaining representatives of the other party. The Union and the Board must ratify the final agreement. The parties mutually pledge, however, that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party unless otherwise agreed.

2. Negotiating meetings shall be held in executive session at a mutually agreed upon location. In the first meeting the Union and the Board will present their written proposals giving an explanation of those proposals where clarification is requested. Except where mutually agreed upon, additional items shall not be submitted after the third meeting.

3. Upon the request of either party, negotiating meetings shall be recessed to permit the requesting party a reasonable period of time to caucus. Before the close of each meeting, the date and time for the next meeting shall be established.

C. PROPOSALS

While no final agreement shall be executed without ratification by the Board, the negotiators of each team will be authorized to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between these negotiating teams.

D. NEWS RELEASES

No news releases shall be issued without agreement of the parties prior to mediation.

E. AGREEMENT

When agreement is reached through negotiating, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board of Education for formal approval. If agreement is reached among negotiators, the Union negotiators agree to recommend ratification and the Board negotiators agree to recommend approval by the Board of Education. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations must be completed within 90 days of the first meeting or by a date mutually agreed upon by the Board and the Union. In case the contract is mutually extended, and negotiations have not been completed by the expiration date, then wage increases agreed upon will become retroactive to the beginning date of the new contract. The new agreement shall be binding on both parties.

F. IMPASSE

If agreement is not reached by thirty (30) days prior to the expiration of the agreement, either party may request that the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. If deemed appropriate by the mediator, the mediator may make a recommendation for settlement. The negotiating procedure set forth in this article supersedes and

takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, and the Union has given the Board and the State Employment Relations Board a ten-day prior written notice of an intent to strike.

In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service. The parties agree to equally share all costs associated with those entities and/or services for mediation. Such mediation will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

G. WAIVER OF NEGOTIATIONS

1. During the term of this Agreement, the Board and OAPSE shall not be obliged to negotiate any subject matter, whether or not specifically referred to or covered in the Agreement, except as follows:

2. The Board and OAPSE mutually agree to negotiate a subject or matter; and

3. The OAPSE may exercise any statutory right to request bargaining as to matters not covered by the Agreement if and when the Board determines to make a unilateral change in working conditions that is within the scope of bargaining.

ARTICLE 5 - EMPLOYMENT PRACTICES

A. PERSONNEL FILES

1. The Department of Human Resources shall maintain the official employee files at the Board of Education Building. No other employee file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the employee.

2. Materials retained in files other than the official file shall not be considered as official.

3. No material of a derogatory nature about an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had an opportunity to read such material.

4. The employee shall acknowledge having read the material by putting his/her name and the date when read on the material. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. Any employee who does not agree with the material read, may at that time make written comments regarding the material. If the employee refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of the reading.

5. The employee has the right to respond to any material filed and to have this response attached to the file copy,

6. Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., or by appointment if the employee's work hours conflict with these times, the employee shall be permitted immediately to examine his/her file, an employee must give the Human Resources Department twenty-four hour notice if he/she wants their personnel file reproduced.

7. Any employee may request the removal of disciplinary Personnel Actions from his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any such disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the above requirements indicated immediately shall be honored.

B. EVALUATIONS

Every employee shall be evaluated, on a standard evaluation form, at least once each year. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussions between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

C. COMPLIANCE WITH BOARD POLICY AND ADMINISTRATION REGULATIONS

1. Each employee is responsible to the Superintendent for compliance with the policies, rules, and regulations of the Board, through the administrative officer in charge of the area of his/her employment. In addition, each employee must comply with any administrative regulations, and with the educational philosophy and programs of the Board.

2. The administrative officer in charge of the area determines and administers rules and regulations for his/her area of responsibility under authority delegated to him/her by the Superintendent. Promptness and adherence to employment hours shall be required for each employee by the supervising officer.

3. The Board and the Union recognize the importance of a collaborative effort in maintaining a safe and effective School District. Teamwork with its employees is essential in providing this District with the best service. With such beliefs, the Union and the Board support the development of mutually agreed upon committees to address issues pertaining to the classified staff of Local #102, In all cases, the committees shall take into account State and Federal laws, Board policies, the collective bargaining agreement and the availability of funds.

4. All Board policies will be provided to the President of OAPSE Local #102.

5. Upon ratification of this agreement, it shall be prepared and distributed to all OAPSE Local #102 employees. Each employee will be provided with a copy of the agreement.

D. HEALTH EXAMINATION

1. Good health as evidenced by a medical examination is a condition of employment. The medical examination must include a tuberculin test. The cost of the medical examination is to be paid for by the employee.

2. A health examination, at Board cost, shall be required of any employee at any time upon recommendation of the administrative and supervisory personnel in charge.

3. New and currently employed employees who have had a positive reaction to a tuberculin test or who became known to have converted a tuberculin skin test from negative to positive shall have a chest x-ray and any other medical and laboratory examinations deemed necessary by the school physician or the board of health district to determine that there is an absence of tuberculosis in a communicable state.

4. Any employee who submits a written statement from his/her physician saying that such test is inadvisable for medical reasons shall be required to submit such a statement annually or be required to have such test. It shall be the employee's responsibility to submit the statement to a designated person by a designated date. Noncompliance by an employee in any condition listed in this section within 30 days of the designated date may result in suspension from duty without compensation until the requirements are fulfilled or may be the basis for the termination of employment. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

E. FIRST AID TRAINING

Each school secretary is expected to administer emergency first aid in the absence of the school nurse. Each secretary who has not qualified in basic first aid to date shall be required to participate in a first aid training program and complete such training program no later than 10 months from the date of his/her appointment or reassignment to the position. Arrangements for offering such training will be made by the Chief of Human Resources and Operations. School secretaries shall not be required to dispense medication.

F. PROBATION

1. NEW EMPLOYEE

a. All new employees shall serve a probationary period for the first ninety (90) work days of their employment. The Board or designee may discharge a probationary employee at any time during the ninety (90) work days. The Board retains the sole right to discipline or terminate a probationary employee as necessary and this discipline or termination shall not be subject to the grievance procedure contained in this Agreement.

b. Except where provided for in this Agreement, a probationary employee shall receive the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the

grievance procedure for cases of probationary discharge or discipline. A probationary employee cannot bid on jobs.

c. In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.

2. **PROMOTED EMPLOYEE**

a. An employee who is promoted to another job classification shall serve a probationary period of forty-five (45) working days.

b. Employees who accept a promotional position to another classification and subsequently do not satisfactorily perform in or adjust to the new position during their probationary period will be returned by the Board to their previous classification and shall be paid at the rate of pay for the previous classification. Any employee who elects not to finish his/her promotional probationary period, may voluntarily return to their previous job classification within twenty (20) working days and shall be paid at the rate of pay for the previous classification.

c. When the Board is returning an employee to their previous classification, the Board or its designee shall meet with the employee to discuss the reason for the decision. The Local President and the employee shall receive a copy of the notice of return to the prior classification. Upon return to the prior classification, the employee shall resume the rate of pay in that classification and continue with seniority unbroken by the temporary position.

G. "NO CHILD LEFT BEHIND ACT"

1. Pursuant to Federal law, all paraprofessionals employed by the Board and falling under the jurisdiction of the "No Child Left Behind Act" must by January 8, 2006 complete one of the following:

a. Complete at least two (2) years of study at an institution of higher education; or

b. Obtain an associate's degree or higher degree; or

c. Pass the formal State academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses:

(1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or

(2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. This option [e] may expire on January 8, 2006.

2. The Board will reimburse interested current employees who do not yet meet the above criteria for the cost of the State Paraprofessional test on a one-time, first time basis.

3. Paraprofessionals who are in an assignment in which the requirements above are NOT mandated by law will be grandfathered in their positions as long as their position does not require the highly qualified standards under law. It is recommended that all paraprofessionals and other aides meet one or more of the above requirements because District positions falling under the jurisdiction of any Act may change at any time.

4. Paraprofessionals employed effective June 30, 2004 who are in an assignment in which the requirements set forth herein are mandated, must complete one of the requirements in Section 37.00.1 above by January 8, 2006 to remain employed by the Board.

H. NOTIFICATION OF NEWLY HIRED EMPLOYEES

The President and Local Treasurer of the Association shall be provided with written notification of any newly hired personnel who fall under the jurisdiction of the Agreement and with contact information for the newly hired employee(s). In addition, during the on-boarding process with Human Resources, the newly hired employee will be provided with a link to the collective bargaining agreement and with contact information for the Association President and Local Treasurer. Two designated officers of the Union shall have an opportunity to meet with newly hired employees eligible for membership in Local 102 outside of their paid work hours.

I. NOTIFICATION OF TRANSFERS

1. The employee and the Local President shall be sent written notification in advance of any transfer for more than five (5) days. In the event the Administration transfers an employee, the employee and the Local President may request a meeting with a representative of the Administration to discuss the transfer.

2. Any employee who desires a transfer may apply to do so through the job posting procedure when a job opening within the bargaining unit occurs.

J. GENERAL JOB DESCRIPTIONS

1. A job description shall be updated when general job requirements change. The Union shall be furnished with copies of each job description covered under the terms of the Agreement.

2. When the Board makes revisions to any job description or the number of days of employment for that position, the Local shall be notified, prior to those revisions, and shall have the opportunity to make recommendations. A copy of all revised job descriptions shall be forwarded to the Local President.

ARTICLE 6 - COMPENSATION

A. SALARY SCHEDULES

Effective July 1, 2025, hourly rates shall increase by 3.25%. A full experience step shall be implemented by July 1, 2025, for eligible bargaining unit members.

Effective July 1, 2026, hourly rates shall increase by 3.25%. A full experience step shall be implemented July 1, 2026, for eligible bargaining unit members.

Effective July 1, 2027, hourly rates shall increase by 3.25%. A full experience step shall be implemented July 1, 2027, for eligible bargaining unit members.

For paraprofessional Nondegreed., add step 6 to be configured by multiplying the step 5 hourly rate by 1.01, add step 7 to be configured by multiplying the step 6 hourly rate by 1.01, add step 8 to be configured by multiplying the step 7 hourly rate by 1.01.

For lunchroom nonparaprofessionals, add step 5 to be configured by multiplying the step 4 hourly rate by 1.01, add step 6 to be configured by multiplying the step 5 hourly rate by 1.01, add step 7 to be configured by multiplying the step 6 hourly rate by 1.01, add step 8 to be configured by multiplying the step 7 hourly rate by 1.01.

Upon ratification of this Agreement (Agreement effective July 1, 2025) by both the Board of Education and the Union, each full-time bargaining unit member actively employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of seven hundred and fifty dollars ($750), and each part-time bargaining unit member actively employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of four hundred dollars ($400). This stipend shall be subject to all applicable taxes and withholdings and shall not be added to the employee's base salary. For purposes of this paragraph, full-time shall include employees scheduled to work five hours or more per day, five days per week. Part-time employees shall include employees scheduled to work less than five hours per day, five days per week.

If an employee is in two unions subject to a stipend for the contract effective July 1, 2025, the employee shall be eligible for only one union's stipend (whichever value is highest).

1. CLEANERS

Cleaners	
Effective	**7/1/2025**
Annual Increase	**3.25%**
Step	
1	$14.80
2	$15.18
3	$15.61
4	$15.99
5	$16.38

6	$16.84
7	$17.18
8	$17.57
9	$17.92
10	$18.33
11	$18.66

Cleaners	
Effective	**7/1/2026**
Annual Increase	**3.25%**
Step	
1	$15.28
2	$15.67
3	$16.12
4	$16.51
5	$16.91
6	$17.39
7	$17.74
8	$18.14
9	$18.51
10	$18.92
11	$19.26

Cleaners	
Effective	**7/1/2027**
Annual Increase	**3%**
Step	
1	$15.77
2	$16.18
3	$16.64
4	$17.05
5	$17.46
6	$17.95
7	$18.32
8	$18.73
9	$19.11
10	$19.54
11	$19.89

2. **CAFETERIA WORKERS**

Cook Managers and Head Cook	
Effective	**7/1/2019**
Annual Increase	**2.0%**
Step	
1	$13.49
2	$13.95
3	$14.48
4	$15.08
5	$15.58
6	$16.11
7	$16.65
8	$17.19
9	$17.81
10	$18.32
11	$18.86

In case of promotion from one class to a higher class, an employee shall be placed at the beginning (1st) step of the higher class or at such greater step that produces an increment of at least thirty cents (.30) per hour.

2. **SECRETARIES SCHEDULES**

260 Day Schedule - Effective 7/1/2025				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$33,422	$40,026	$47,334
2		$34,791	$41,355	$48,643
3		$36,180	$42,724	$50,012
4		$37,549	$44,073	$51,361
5		$38,919	$45,442	$52,730
6		$40,308	$46,791	$54,099
7		$41,697	$48,120	$55,428
8		$43,066	$49,448	$56,797
9		$44,435	$50,822	$58,227
10		$45,845	$52,207	$59,737
11		$47,334	$53,656	$61,267
260 Day Schedule - Effective 7/1/2025				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$17.14	$20.53	$24.27
2		$17.84	$21.21	$24.95

3		$18.55	$21.91	$25.65
4		$19.26	$22.60	$26.34
5		$19.96	$23.30	$27.04
6		$20.67	$24.00	$27.74
7		$21.38	$24.68	$28.42
8		$22.09	$25.36	$29.13
9		$22.79	$26.06	$29.86
10		$23.51	$26.77	$30.63
11		$24.27	$27.52	$31.42

260 Day Schedule - Effective 7/1/2026				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$34,508	$41,327	$48,873
2		$35,922	$42,699	$50,224
3		$37,356	$44,112	$51,638
4		$38,770	$45,505	$53,030
5		$40,183	$46,919	$54,444
6		$41,618	$48,312	$55,858
7		$43,052	$49,684	$57,230
8		$44,466	$51,056	$58,643
9		$45,879	$52,469	$60,119
10		$47,334	$53,904	$61,678
11		$48,873	$55,400	$63,258

260 Day Schedule - Effective 7/1/2026				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$17.70	$21.19	$25.06
2		$18.42	$21.90	$25.76
3		$19.16	$22.62	$26.48
4		$19.88	$23.34	$27.20
5		$20.61	$24.06	$27.92
6		$21.34	$24.78	$28.64
7		$22.08	$25.48	$29.35
8		$22.80	$26.18	$30.07
9		$23.53	$26.91	$30.83
10		$24.27	$27.64	$31.63
11		$25.06	$28.41	$32.44

260 Day Schedule - Effective 7/1/2027

Step	3.25%	General Office	Staff Assistant	Administrative Assistant
1		$35,630	$42,670	$50,461
2		$37,089	$44,086	$51,856
3		$38,570	$45,546	$53,316
4		$40,030	$46,984	$54,754
5		$41,489	$48,444	$56,213
6		$42,970	$49,882	$57,673
7		$44,451	$51,298	$59,090
8		$45,911	$52,715	$60,549
9		$47,370	$54,174	$62,073
10		$48,873	$55,655	$63,683
11		$50,461	$57,201	$65,314

260 Day Schedule - Effective 7/1/2027				
Step	3.25%	General Office	Staff Assistant	Administrative Assistant
1		$18.27	$21.88	$25.88
2		$19.02	$22.61	$26.59
3		$19.78	$23.36	$27.34
4		$20.53	$24.09	$28.08
5		$21.28	$24.84	$28.83
6		$22.04	$25.58	$29.58
7		$22.80	$26.31	$30.30
8		$23.54	$27.03	$31.05
9		$24.29	$27.78	$31.83
10		$25.06	$28.54	$32.66
11		$25.88	$29.33	$33.49

* * * * *

a. 260 day secretaries are and will remain hourly employees who are paid on an annual salary basis as set forth above. The hourly rate will be determined by dividing the annual salary set forth in the contract by 260 days times the number of hours scheduled to be worked by the employees, regardless of the number of days actually in the work year.

b. For any and all hours worked over 40 in any given work week, 260 day secretaries will receive overtime pay in accordance with the above, in accordance with the Board's overtime procedures.

c. Compensation for 260 day secretaries will continue to be paid in equal amounts by dividing the annual salary stated in the contract by 26 pays. Additional time will be added pursuant to the above. It is expressly understood and acknowledged that the work year of a 260 day

secretary may fluctuate between 259 - 262 days depending on the vagaries of the calendar, without an increase or decrease in pay.

d. Unless or until agreed otherwise by the parties through negotiations, the secretarial positions in the bargaining unit will not be required to utilize a time clock for the recording of hours.

225 Day Schedule - Effective 7/1/2025				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$28,919	$34,633	$40,960
2		$30,103	$35,796	$42,102
3		$31,306	$36,980	$43,287
4		$32,491	$38,145	$44,450
5		$33,674	$39,328	$45,633
6		$34,878	$40,490	$46,817
7		$36,082	$41,634	$47,960
8		$37,266	$42,797	$49,144
9		$38,449	$43,981	$50,388
10		$39,675	$45,184	$51,695
11		$40,960	$46,429	$53,021

225 Day Schedule - Effective 7/1/2025				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$17.14	$20.52	$24.27
2		$17.84	$21.21	$24.95
3		$18.55	$21.91	$25.65
4		$19.25	$22.60	$26.34
5		$19.96	$23.31	$27.04
6		$20.67	$23.99	$27.74
7		$21.38	$24.67	$28.42
8		$22.08	$25.36	$29.12
9		$22.78	$26.06	$29.86
10		$23.51	$26.78	$30.63
11		$24.27	$27.51	$31.42

225 Day Schedule - Effective 7/1/2026				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$29,859	$35,759	$42,292
2		$31,081	$36,960	$43,470
3		$32,324	$38,182	$44,694

4		$33,547	$39,384	$45,895
5		$34,769	$40,606	$47,117
6		$36,011	$41,806	$48,338
7		$37,254	$42,987	$49,519
8		$38,477	$44,188	$50,741
9		$39,699	$45,410	$52,026
10		$40,964	$46,653	$53,376
11		$42,292	$47,938	$54,744

225 Day Schedule - Effective 7/1/2026				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$ 17.69	$ 21.19	$ 25.06
2		$ 18.42	$ 21.90	$ 25.76
3		$ 19.15	$ 22.63	$ 26.49
4		$ 19.88	$ 23.34	$ 27.20
5		$ 20.60	$ 24.06	$ 27.92
6		$ 21.34	$ 24.77	$ 28.64
7		$ 22.08	$ 25.47	$ 29.34
8		$ 22.80	$ 26.19	$ 30.07
9		$ 23.53	$ 26.91	$ 30.83
10		$ 24.28	$ 27.65	$ 31.63
11		$ 25.06	$ 28.41	$ 32.44

225 Day Schedule - Effective 7/1/2027				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**
1		$30,829	$36,921	$43,666
2		$32,091	$38,161	$44,883
3		$33,374	$39,423	$46,147
4		$34,637	$40,664	$47,386
5		$35,898	$41,926	$48,648
6		$37,182	$43,165	$49,909
7		$38,465	$44,385	$51,128
8		$39,728	$45,624	$52,390
9		$40,989	$46,886	$53,717
10		$42,295	$48,169	$55,110
11		$43,666	$49,496	$56,523

225 Day Schedule - Effective 7/1/2027				
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant**

1		$ 18.27	$ 21.88	$ 25.88
2		$ 19.02	$ 22.61	$ 26.60
3		$ 19.78	$ 23.36	$ 27.35
4		$ 20.53	$ 24.10	$ 28.08
5		$ 21.27	$ 24.84	$ 28.83
6		$ 22.03	$ 25.58	$ 29.58
7		$ 22.79	$ 26.30	$ 30.30
8		$ 23.54	$ 27.04	$ 31.05
9		$ 24.29	$ 27.78	$ 31.83
10		$ 25.06	$ 28.54	$ 32.66
11		$ 25.88	$ 29.33	$ 33.50

205 and 215 Day Schedule - Effective 7/1/2025					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**
1		$26,349	$33,094	$37,319	$39,140
2		$27,427	$34,205	$38,360	$40,231
3		$28,524	$35,336	$39,439	$41,363
4		$29,603	$36,449	$40,499	$42,475
5		$30,681	$37,580	$41,577	$43,605
6		$31,778	$38,690	$42,655	$44,736
7		$32,875	$39,784	$43,697	$45,829
8		$33,954	$40,895	$44,775	$46,960
9		$35,032	$42,026	$45,909	$48,149
10		$36,148	$43,176	$47,100	$49,398
11		$37,319	$44,366	$48,308	$50,665
205 and 215 Day Schedule - Effective 7/1/2025					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**
1		$17.14	$20.52	$24.27	$24.27
2		$17.84	$21.21	$24.95	$24.95
3		$18.55	$21.91	$25.65	$25.65
4		$19.25	$22.60	$26.34	$26.34
5		$19.96	$23.31	$27.04	$27.04
6		$20.67	$23.99	$27.74	$27.74
7		$21.38	$24.67	$28.42	$28.42
8		$22.08	$25.36	$29.12	$29.12
9		$22.78	$26.06	$29.86	$29.86

10		$23.51	$26.78	$30.63	$30.63
11		$24.27	$27.51	$31.42	$31.42
205 and 215 Day Schedule - Effective 7/1/2026					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**
1		$27,205	$32,580	$38,532	$40,412
2		$28,318	$33,674	$39,606	$41,538
3		$29,451	$34,788	$40,721	$42,708
4		$30,565	$35,883	$41,815	$43,855
5		$31,678	$36,997	$42,928	$45,023
6		$32,810	$38,090	$44,042	$46,190
7		$33,943	$39,166	$45,117	$47,318
8		$35,057	$40,260	$46,231	$48,486
9		$36,170	$41,374	$47,402	$49,714
10		$37,323	$42,506	$48,631	$51,003
11		$38,532	$43,677	$49,878	$52,311
205 and 215 Day Schedule - Effective 7/1/2026					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**
1		$17.69	$21.19	$25.06	$25.06
2		$18.42	$21.90	$25.76	$25.76
3		$19.15	$22.63	$26.49	$26.49
4		$19.88	$23.34	$27.20	$27.20
5		$20.60	$24.06	$27.92	$27.92
6		$21.34	$24.77	$28.64	$28.64
7		$22.08	$25.47	$29.34	$29.34
8		$22.80	$26.19	$30.07	$30.07
9		$23.53	$26.91	$30.83	$30.83
10		$24.28	$27.65	$31.63	$31.63
11		$25.06	$28.41	$32.44	$32.44
205 and 215 Day Schedule - Effective 7/1/2027					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**

1		$28,089	$33,639	$39,785	$41,725
2		$29,238	$34,769	$40,893	$42,888
3		$30,408	$35,918	$42,045	$44,096
4		$31,558	$37,050	$43,174	$45,280
5		$32,708	$38,199	$44,324	$46,486
6		$33,877	$39,328	$45,473	$47,691
7		$35,046	$40,439	$46,584	$48,856
8		$36,196	$41,569	$47,733	$50,062
9		$37,346	$42,718	$48,942	$51,329
10		$38,536	$43,888	$50,212	$52,661
11		$39,785	$45,097	$51,499	$54,011

205 and 215 Day Schedule - Effective 7/1/2027					
Step	**3.25%**	**General Office**	**Staff Assistant**	**Administrative Assistant 205**	**Administrative Assistant 215**
1		$18.27	$21.88	$25.88	$25.88
2		$19.02	$22.61	$26.60	$26.60
3		$19.78	$23.36	$27.35	$27.35
4		$20.53	$24.10	$28.08	$28.08
5		$21.27	$24.84	$28.83	$28.83
6		$22.03	$25.58	$29.58	$29.58
7		$22.79	$26.30	$30.30	$30.30
8		$23.54	$27.04	$31.05	$31.05
9		$24.29	$27.78	$31.83	$31.83
10		$25.06	$28.54	$32.66	$32.66
11		$25.88	$29.33	$33.50	$33.50

Effective 7/1/2025				
Step	**3.25%**	**Paraprofessionals Nondegreed**	**2 Yr Degree**	**Teaching Certificate**
1		$16.92	$19.12	$20.82
2		$17.17		
3		$17.64		
4		$18.11		
5		$18.37		
6		$18.55		
7		$18.74		
8		$18.93		

Effective 7/1/2026				
Step	**3.25%**	**Paraprofessionals Nondegreed**	**2 Yr Degree**	**Teaching Certificate**
1		$17.47	$19.74	$21.50
2		$17.73		
3		$18.21		
4		$18.70		
5		$18.97		
6		$19.16		
7		$19.35		
8		$19.54		
Effective 7/1/2027				
Step	**3.25%**	**Paraprofessionals Nondegreed**	**2 Yr Degree**	**Teaching Certificate**
1		$18.04	$20.38	$22.19
2		$18.31		
3		$18.81		
4		$19.30		
5		$19.58		
6		$19.78		
7		$19.98		
8		$20.18		

Effective 7/1/2025			
Step	**3.25%**	**Lunchroom Nonparaprofessionals**	**Lunchroom Supervisor**
1		$15.02	$18.38
2		$15.44	
3		$15.82	
4		$16.24	
5		$16.41	
6		$16.57	
7		$16.74	
8		$16.90	
Effective 7/1/2026			

Step	3.25%	Lunchroom Nonparaprofessionals	Lunchroom Supervisor
1		$15.51	$18.98
2		$15.94	
3		$16.33	
4		$16.77	
5		$16.94	
6		$17.11	
7		$17.28	
8		$17.45	
Effective 7/1/2027			
Step	**3.25%**	**Lunchroom Nonparaprofessionals**	**Lunchroom Supervisor**
1		$16.02	$19.59
2		$16.46	
3		$16.86	
4		$17.31	
5		$17.49	
6		$17.67	
7		$17.84	
8		$18.02	

B. <u>SALARY ADJUSTMENT DUE TO TRANSFER OR PROMOTIONS FOR SECRETARIES</u>:

1. **Moving to a higher classification with the same number of scheduled work days:**

   An employee moving to a position in a higher classification, but with the same number of scheduled work days, shall be placed at the beginning (first) step of the higher classification. If, when the employee is placed at the first step of the higher classification the salary increment is less than $600, then he/she shall be placed on a step that produces an increment of at least $600.

2. **Staying within the same classification, but with more scheduled work days:**

   An employee moving to a position within the same classification, but with more scheduled work days, shall be placed on a step corresponding to the ratios listed below times his/her current salary.

(a) 205 day to 215 day - 1.049
(b) 205 day to 225 day - 1.098
(c) 215 day to 225 day - 1.047
(d) 205 day to 260 day - 1.268
(e) 215 day to 260 day - 1.209
(f) 225 day to 260 day - 1.156

3. **Moving to a higher classification, with more scheduled work days:**

An employee moving to a position in a higher classification, and with an increased number of scheduled work days, shall be placed at the beginning (first) step of the higher classification in the current schedule. If, when the employee is placed at the first step of that higher classification the salary increment is less than $600, then he/she shall be placed on a step that produces an increment of at least $600. The resulting step will be multiplied by the ratio indicated below to arrive at a salary step in the new classification.

(a) 205 day to 215 day - 1.049
(b) 205 day to 225 day - 1.098
(c) 215 day to 225 day - 1.047
(d) 205 day to 260 day - 1.268
(e) 215 day to 260 day - 1.209
(f) 225 day to 260 day - 1.156

4. **Staying within the same classification, but with fewer scheduled work days:**

An employee moving to a position within the same classification, but with less scheduled work days, shall be placed on a step corresponding to the ratios listed below times his/her current salary.

(a) 215 day to 205 day - .953
(b) 225 day to 205 day - .911
(c) 225 day to 215 day - .956
(d) 260 day to 205 day - .788
(e) 260 day to 215 day - .827
(f) 260 day to 225 day - .865

5. **Moving to a lower classification:**

An employee moving to a lower classification shall be placed on a step corresponding to the ratios listed below times his/her current salary.

(a) 215 day to 205 day - .953
(b) 225 day to 205 day - .911
(c) 225 day to 215 day - .956
(d) 260 day to 205 day - .788
(e) 260 day to 215 day - .827
(f) 260 day to 225 day - .865

6. **Moving to a higher classification with fewer scheduled work days:**

An employee moving to a position in a higher classification, but with fewer scheduled work days, shall be placed at the beginning (first) step of the higher classification in the current schedule. If, when the employee is placed at the first step of that higher classification the salary increment is less than $600, then he/she shall be placed on a step that produces an increment of at least $600. The resulting step will be multiplied by the ratio indicated below to arrive at a salary step in the new classification,

(a) 215 day to 205 day - .953
(b) 225 day to 205 day - .911
(c) 225 day to 215 day - .956
(d) 260 day to 205 day - .788
(e) 260 day to 215 day - .827
(f) 260 day to 225 day - .865

7. If after calculations for either promotions or transfers, the resulting figure is more than $200 between steps, then the employee will be placed at the next highest step; if $199 or less, the employee will be placed at the next lower step.

8. Salary adjustments because of reclassifications, assumption of additional responsibilities or for other reasons shall be made as of the effective date of the new assignment.

9. Secretaries working summer school shall be paid at the same rate as their regular yearly salary computed on an hourly basis.

C. CAREER INCREMENTS AND LONGEVITY FOR ALL BARGAINING UNIT MEMBERS

1. Career increments consist of moving to the next full step on the salary schedule every July 1, until the maximum step has been reached.

2. A service or career increment for years of service in the Cleveland Heights-University Heights City School District will be paid according to the following schedule for hourly employees:

12-15 years	additional $.25 per hour
16-20 years	additional $.40 per hour
21-25 years	additional $.50 per hour
26 or more years	additional $.65 per hour

3. A service or career increment for years of service in the Cleveland Heights-University Heights City School District will be paid according to the following annual schedule for salaried employees:

12-15 years	additional $500

16-20 years	additional $750
21-25 years	additional $1,000
26 or more years	additional $1,250

4. This career increment shall be added to the employee's annual salary based on the above schedule to the extent that it is permissible.

D. SALARY SCHEDULE PLACEMENT

1. Experience is evaluated at time of entry.

2. New employees may, at the discretion of the Chief of Human Resources and Operations, be given credit for not more than two (2) years previous work experience in related work and placed on step three (3) of the salary schedule in the appropriate classification.

3. The Chief of Human Resources and Operations may, at his/her nondelegable discretion, evaluate past experience and determine placement on the salary schedule with the appropriate classification.

E. CLASSIFICATION PAY

In the event an employee is assigned by the supervisor/principal in charge to fill a position in a higher classification within the bargaining unit for a period of five (5) consecutive work days, the employee shall be paid the rate assigned to the higher job classification for all hours worked in that classification including the first five (5) days.

F. RETIREMENT SEVERANCE PAY

1. An employee, the of the Cleveland Heights-University Heights Board of Education may elect, at the time of retirement from active service under the School Employees

   Retirement System Law, and with ten (10) or more years of service with the Board of Education, to be paid in cash. Such payment shall be based on the employee's rate of pay at the time of retirement, or if the employee was retirement eligible under S.E.R.S. at the time of the employee's death. In the event of a retirement eligible employees' death, the beneficiary shall be entitled to the employees' retirement severance pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to the employee or to his/her estate. The maximum payment which may be made under this resolution shall be one-fourth of three hundred sixty (90) days plus one-eighth of three hundred sixty one days through four hundred (361-400) accumulated sick days.

2. An employee shall call the Human Resources Department to request a form indicating the employee's intent to retire and his/her desire to collect severance pay, if eligible.

G. PAYROLL

1. Payroll for all employees covered by the agreement shall be paid made every two (2) weeks on Fridays. The pay date shall be two weeks after the completion of the payroll period. If the pay date is a nonworking day, payment shall be made on the preceding work day.

2. All employees will receive their pay through Automatic Payroll Deposit. Each bargaining unit member will identify one financial institution for such purposes. Documented, extreme hardship situations will be handled on a case-by-case basis.

3. Paraprofessionals: Effective April 4, 2024, all paraprofessionals shall have their scheduled hourly wages paid bi-weekly without the option of stretch pay as described in paragraph 4 below, unless paraprofessionals hired on or before April 4, 2024, elect to be paid in accordance with paragraph 4 below. Paraprofessionals employed on or before April 4, 2024, who elect to continue with stretch pay must notify the Treasurer on or before May 31, 2024. Such election shall govern the pay status of the paraprofessional's employment with the District moving forward and is not subject to change at the discretion of the paraprofessional nor is it subject to annual review.

4. For Classifications other than Paraprofessionals: Subject to the limitations set forth above in paragraph 3, effective August 1, 2018, all ten-month employees who are employed as of the start of the school year and who are scheduled to work six (6) or more hours per day shall have their scheduled hourly wages for the work year annualized and paid out in 26 equal installments. Further, it is recognized that there will be school years when it will be necessary to have 27 pay periods due to established bi-weekly pay dates. Ten-month employees who are scheduled to work six (6) or more hours per day and who are hired after the start of the school year will be paid on a 20 pay schedule for the first year of employment.

H. SERVICE CREDIT

1. A fractional part of a year shall be recognized as equal to one year's credit on the salary schedule under the conditions listed below for each category:

    195 day employees must work at least 145 days
    205 day employees must work at least 150 days
    215 day employees must work at least 155 days
    225 day employees must work at least 165 days
    260 day employees must work at least 195 days

2. These days worked must be prior to the July 1 after the initial employment, excluding Saturdays, Sundays, but including days taken as: paid sick leave, paid personal leave, professional leave, vacation, calamity days, Board declared holidays and regular holidays set forth in this agreement.

3. An employee meeting the above requirements will be granted one (1) year experience for salary and benefits effective the July 1, after initial employment and thereafter will accrue one (1) year of service credit each succeeding July 1. Further, employees must be paid for

the number of days corresponding to his/her contract length referred to above in order to receive credit for vacation or salary step increases.

4. No member employed before January 1, 1992 will have the number of work days for their present position reduced unless the employee agrees to the reduction.

I. TAX DEDUCTIONS AND STATE EMPLOYEE'S RETIREMENT SYSTEM

1. Compensation received by all employees is subject to Income Tax deductions and other employee approved deductions.

2. The Treasurer/CFO is directed by law to deduct the amount prescribed by law of the total salary received by regular employees for the State Employee's Retirement System. Each employee is required to be a member of the retirement system for his/her classification, in accordance with the statutes.

J. 195 DAY, 205 DAY, 215 DAY, 225 DAY AND 260 DAY EMPLOYMENT

1. **195 day employment** is to be interpreted as starting not earlier than one day before school opens and ending not later than two days after school closes. This shall not prevent the following of past practice whereby on occasions earlier starting or later ending is necessary. Such days shall be with pay.

2. **205 day employment** is to be interpreted as starting on Monday of the week before school opens and ending on the Friday a week after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

3. **215 day employment** is to be interpreted as starting on the Monday two weeks before school opens, and ending on the Friday two weeks after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

4. **225 day employment** is to be interpreted as starting on the Monday three weeks before school opens, and ending on the Friday three weeks after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

5. **260 day employment** is to be interpreted as working July 1 through June 30 which includes paid holidays and paid vacations as allowable.

K. WORKERS' COMPENSATION

1. All employees are covered by Ohio State Workers' Compensation laws in relationship to a work-incurred injury or accident.

2. Any employee who is either temporarily or permanently totally disabled as a result of an injury for which Workers' Compensation is payable may elect to receive Workers' Compensation benefits rather than accrued sick leave benefits or vacation pay.

3. If, however, the employee accepts sick leave benefits he/she shall not be entitled to Workers' Compensation benefits until he/she directs the Chief of Human Resources and Operations to discontinue payment of sick leave. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work.

4. Insurance coverage otherwise provided by the Board will be continued for the remainder of the month during which the injury occurred and for the following two months in those instances where an employee elects Workers' Compensation benefits.

L. PAID HOLIDAYS

1. All employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work day before and after such holiday.

2. New Year's Eve, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah and Yom Kippur when they fall on a weekday, Juneteenth, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and the day after Christmas of each year. In addition to the above named holidays, the Board of Education may declare any other day except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay to all such regular nonteaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular rate of pay, provided such holiday falls during the normal work week of the employee (O.R.C. 3319.087).

3. When a holiday falls on a day on which an employee is absent because of illness, the absence shall not be counted against sick leave and salary/hourly rate of pay shall be allowed for the holiday.

4. When a holiday comes immediately at the end of a period of absence for which salary/hourly rate of pay is allowed, it shall not be counted as part of the absence, provided the employee resumes his/her duties on the next regular work day.

5. When a holiday falls within a period of absence of an employee for which no salary/hourly rate of pay is allowed, then no pay shall be allowed for the holiday.

6. Payment for a holiday will only be made where the employee works his/her regularly scheduled day prior to and subsequent to the holiday, except that this requirement will not be enforced if the employee is ill and being paid sick leave on the day before and after the holiday and provides a doctor's note verifying the need for sick leave.

7. When Christmas Eve, December 26, or New Year's Eve falls on a weekend, the Board reserves the right to modify either the preceding or the following work week.

8. In addition, all full time employees shall have Independence Day as a paid holiday if they are paid for the month of July.

M. VACATION

1. Vacation shall be granted for 260 day employees:

1/2	year but less than 1 year	5 days vacation
1-7	years of service	10 days vacation
8-14	years of service	15 days vacation
15	years of service	20 days vacation

2. Any 260 day employee who has more than fifteen (15) years of credited service at (that is with) the Cleveland Heights-University Heights Board of Education shall earn an additional day of vacation, up to a maximum of five (5) days, for every year of credited service over fifteen (15) years. This applies only to those employees who have been employed by and have worked for the Cleveland Heights-University Heights Board of Education for all of said fifteen (15) years.

3. Vacation in any year is granted according to years of service as of July 1.

4. Vacation may be taken any time during the year after which they have been earned, with the prior approval of the immediate supervisor. Vacation should be geared to the work schedule of the office involved and requires this prior approval. A maximum of five (5) days of vacation time may be carried over beyond June 30th with the approval of the Human Resources Department.

5. With the consent of the immediate supervisor and approval of the Superintendent, not more than half of the earned vacation time may be worked at regular job and the employee compensated at their prorated salary.

6. Vacation credit for an employee moving from a 205 day to a 260 day job shall be determined as follows: The number of months of 205 day service shall be multiplied by .788 (205/260). The resulting figure shall then be applied to the number of days vacation granted for years of service.

7. Vacation credit for an employee moving from a 215 day to a 260 day job shall be determined as follows: The number of months of 215 day service shall be multiplied by .827 (215/260). The resulting figure shall then be applied the number of days vacation granted for years of service.

8. Vacation credit for an employee moving from a 225 day to a 260 day job shall be determined as follows: The number of months of 225 day service shall be multiplied by .865 (225/260). The resulting figure shall then be applied to giving the number of days vacation granted for years of service.

   EXAMPLE: Mary was employed for 5 years as a 205 day secretary and then moved to a 260 day secretarial position. Her vacation credit would be found as follows:

5 years x 10 months	=	50 months
50 months x .788	=	39 months
39 months ÷ 12 months	=	3.25 years of service; then follow the vacation schedule.

9. If employment is terminated voluntarily or involuntarily prior to July 1st of any year, the employee will receive pay for prorated vacation time.

10. When a holiday falls on a working day within the employee's vacation period, this shall count as a paid holiday, but not as a vacation day.

N. SEVERE WEATHER-CALAMITY DAYS

1. All employees shall be paid their appropriate rate of pay for all days or part of a day when the school system is closed owing to an epidemic or other public calamity.

2. Any employee who performs work for the Board or reported to work shall be paid time and a half for calamity hours or days worked.

3. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.

4. If required to report to work, an employee shall report for and perform work.

O. EMERGENCY CLOSING

1. Cancellation of classes does not in and of itself constitute an emergency building closing. However, emergency situations or hazardous conditions may require the cancellation of classes and the closing of a school building or buildings.

2. Emergency or hazardous conditions may include but are not limited to fire, extended utility outage, and health epidemic.

3. When a building closes due to an emergency or hazardous conditions, employees may be dismissed or reassigned; those employees shall receive their normal rate of pay. Those employees required to remain in the closed buildings shall be compensated at time and one-half for all hours worked in addition to their regular pay for the extent of the emergency or hazardous conditions.

4. In a closed building situation, premium pay status shall commence when the building is vacated.

5. Premium pay status for those working in a closed building shall continue until the appropriate authority (i.e., Fire Marshall, Health Inspector, District Administrator, etc.) deems the building safe.

P. MEDICARE

All new employees hired after April 1, 1986 are subject to Medicare deductions and contributions, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985. Except for students, part-time, seasonal or intermittent employees are not excluded.

ARTICLE 7 - LEAVES

A. SICK LEAVE

1. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment for full time employees and for part time employees shall be earned and accumulated on a prorated basis. Employment for those employees who work less than 12 months means that they will continue to accrue sick leave credit through July and August when school is not in session.

2. Sick leave shall be earned and accumulated at a rate of 1-1/4 days per month of employment to a maximum of 15 days per year for full time employees, and shall be earned and accumulated on a prorated basis for part-time employees. (i.e. an employee working four hours a day will accumulate 1-1/4 four hour days of such leave for each month of employment ; an employee working a 3/5 schedule [three days per week] will accumulate 3/5 of 1-1/4 days of sick leave for each month of employment). The accumulation of sick leave shall be unlimited.

3. Sick leave shall be used for personal illness, pregnancy, injury, exposure to contagious disease, illness or death in the immediate family. The immediate family includes wife, husband, child(ren), father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother and members of the immediate household of the employee.

4. Routine doctor/dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave.

5. Include in definition of immediate family the following: Applicable to death only sick leave shall be used, also for the death of step children, son-in-law, daughter-in-law and grandchild.

6. All personnel are required to both call their supervisor and also submit the appropriate report in the District's automated absence reporting system (as described below) at least two (2) hours before their scheduled starting time to report their sick absence. (In the event any other provision of this agreement, or other District policy or procedure, requires the

employee to provide notice sooner, the employee must comply with such requirement.) If the supervisor cannot be reached, the employee should, in addition to submitting the appropriate report to the District's automated absence reporting system, call his or her supervisor's designee. Each supervisor shall notify his or her employees in writing of the supervisor's designee (a non-bargaining unit member) for the purposes of this provision.

7. On workdays when school is not in session, cleaning personnel are required to call the custodian in charge of their building by 7:00 a.m. to report that they will be absent, in addition to submitting the appropriate report in the District's automated absence reporting system as described below in this Section A.

8. When the Board or Administration has reason to believe that an employee is abusing his/her sick leave privilege, the administration, after notice to the employee, may require that employee thereafter furnish verification respecting further sick leave before such will be allowed.

9. With respect to reporting absences in the District's automated absence reporting system as described above, Section 3319.141 of the Ohio Revised Code requires in part that each teacher/non-teaching school employee furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. Use of the District's automated absence reporting system satisfies that requirement. Payment for sick leave is obtained by logging on to or calling into the District's automated absence reporting system using the individual PIN number assigned when the employee first registers with that system. Logging on to or calling into the system is considered a digital signature. Reporting sick leave to the District's automated absence reporting system is a mandatory requirement. Reporting any kind of absence to District's automated absence reporting system is a mandatory requirement. The Superintendent may require a physician's statement if the employee was under the care of a physician. In that case, the employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

10. Employees are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

11. An employee who transfers from a public agency or school district in Ohio shall be credited with his/her unused balance of his/her sick leave upon presentation of the proper form or statement.

12. When an employee reports for work on his normally scheduled working day and because of illness is excused from performing his full work day, he/she will be "charged" sick leave on an hour for hour basis for the absence.

13. An employee who is granted a Board paid leave shall retain and accumulate service credit and seniority.

B. ASSAULT LEAVE

1. Pursuant to 3319.143, an employee who is unable to work because of a physical disability received in, or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability, up to a maximum of one (1) year, less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Worker's Compensation Act of Ohio.

2. No payment shall be made or required for any period during which the employee elects to take sick leave and an employee may apply for assault leave after sick leave has been exhausted.

3. The employee shall not qualify for, or accrue assault leave except upon submission of an application on a form to be furnished by the Board of Education justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from the licensed physician stating the nature of his/her disability and its expected duration. The Board shall have the right to have the employee examined by a Board physician at Board expense. (See Appendix for form.)

4. Employees shall also be required to complete an incident report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of either a signed statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination.

5. Payment for assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault.

6. Payment shall be discontinued whenever the employee becomes eligible for retirement benefits under the School Employees Retirement System, whether benefits are based upon retirement because of age or retirement because of disability. In all other respects not covered by this resolution, the provisions of 3319.143 shall apply.

7. No reduction will be made from the employee's assault leave, sick leave and/or retirement severance paid by the Board for sums awarded by the Workers' Compensation Commission for a partial permanent disability.

C. PREGNANCY LEAVE

1. An employee will notify the Chief of Human Resources and Operations in writing of her desire to take a pregnancy leave at least three (3) months before the date she wishes the leave to commence.

2. Accumulated paid sick leave is to be used for the time of an employee's disability as a result of pregnancy. Normally accumulated paid sick leave may be used by a pregnant employee during the six (6) weeks prior and the six (6) weeks subsequent to delivery. However, additional sick leave may be approved if the physician's report indicates that there is something unusual with the employee's pregnancy or termination of pregnancy that results in additional time needed for disability. The employee shall notify the Chief of Human Resources and Operations of the date of delivery within ten (10) calendar days after the delivery date.

3. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, upon application, a leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy and the leave to continue until the end of the school year in which it is granted. An additional leave will, upon request, be granted for an additional full school year. The granting of such leave will be on condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such employee and the employee will not receive credit on the salary schedule during the pregnancy leave.

4. An employee may return to her job classification after the expiration of any pregnancy leave, provided she gives the Board at least a forty-five (45) calendar days' notice of her intent to return to work. Failure to return from requested leave as set forth above will be considered as a resignation of employment. Regardless of any provisions in this contract to the contrary, the employee who is hired to replace an individual on pregnancy leave shall be laid off at the time the individual on pregnancy leave returns to work.

5. Sick leave and group health care insurance coverage will not be available to individuals for a surrogate pregnancy, child delivery and pre/post-natal care in connection with a surrogate pregnancy, unless due to a family related medical necessity.

6. No doctor's release will be required for the six (6) weeks prior to the expected delivery date or the six (6) weeks subsequent to delivery provided there were no medical complications affecting said pregnancy.

D. PARENTAL LEAVE

1. An employee, whose spouse is pregnant or who is adopting a child, may request and shall be granted a parental leave of absence without pay or benefits for up to one (1) school year on the conditions set forth below:

2. A request for parental leave should be made at least three (3) months prior to the anticipated commencement of the leave. (It is understood a shorter period may be necessary, particularly in the case of adoptions.)

3. No more than one spouse employed by the Board of Education shall be entitled to a parental leave.

4. At least two (2) months prior to the expiration of the leave, application for an extension of the parental leave may be requested, and an extension will be granted for up to one (1) more school year.

5. An employee may return to his/her job classification after the expiration of any parental leave, provided the returning employee gives the Board at least forty-five (45) calendar days' notice of his/her intent to return to work. Failure to return will be considered as a resignation of employment. Regardless of any provisions in this contract to the contrary, the employee who is hired to replace an individual on parental leave shall be laid off at the time the individual on parental leave returns to work.

6. The granting of such leave will be on condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such employee and the employee will not receive credit on the salary schedule during the parental leave.

E. PATERNITY LEAVE

Sick leave to a maximum of seven (7) working days may also be used as paternity leave to be taken for the seven (7) working days immediately after delivery occurs during a time (week) when the applicant is scheduled to work and if the applicant is the husband of the woman delivering.

F. ADOPTION LEAVE

Sick leave to a maximum of ten (10) working days may be used upon the adoption of a child immediately after the adoption occurs provided that only one spouse employed by the Board shall be granted sick leave for any adoption. Prior notice should be given as early as possible.

G. PERSONAL LEAVE

1. Personal leave not to exceed three (3) days a year shall be granted to each employee. Full time employees hired after the start of the school year shall be entitled to a prorated number of personal days rounded to the nearest one-half day. Employees hired after the start of the school year who work less than full time, will be prorated for personal days to the nearest hour. The number of hours to be paid for each personal "day" is computed by taking 1/5 of the employee's regularly scheduled work hours for that work week. (i.e., if a person works 2.5 days per week, that person would be entitled to personal days consisting of 4 hours per "day"). New employees are not eligible to use personal leave until after the completion of the probationary period.

2. Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is not to be used in place of sick leave or for vacation purposes. Personal leave is intended to cover emergency or critical business that cannot be performed at any other time.

3. Personal leave, as with all other leaves, shall be requested on the District's automated absence reporting system. Such request shall be made at least one (1) week prior to the day leave is requested except when doing so is not feasible. The immediate supervisor shall notify the employee of his/her approval or denial of the employee's request at least one (1) work day prior to the time for which leave is requested.

4. Emergency arrangements for personal leave shall be made with the employee's immediate supervisor, and shall be confirmed in writing within three (3) days upon the employee's return to duty, to the Human Resources Department.

5. Request for personal leave on the day immediately preceding or following a school vacation period will not be approved, except under very unusual circumstances.

6. A personal leave can be granted only when no compensation is received by the employee from other than school funds. Falsification of such leave shall be grounds for disciplinary action up to and including termination.

7. When absence is required because of a religious holiday, and when the employee requesting such leave has exhausted their allowed personal leave days, the day or days will nonetheless be granted; and when granted, the employee shall not receive pay for that day or days.

8. Employees may carry over unused personal leave to a maximum of five (5) personal leave days per year. The remainder shall be converted to sick leave.

9. Unused personal leave will be converted into sick leave at the rate of one (1) hour of sick leave for each hour of personal leave not used. The conversion will take place at the end of the school year.

H. PROFESSIONAL LEAVE

1. Professional leave may be granted for the purpose of visiting other schools, attending to school business or rendering professional services and for attendance at professional meetings as approved by the Superintendent.

2. Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

3. Applications for professional leave shall be made on forms secured from the employee's immediate supervisor. Applications shall be completed at least two (2) weeks prior to the intended leave, except where circumstances make this impossible.

I. LEAVES OF ABSENCE — ILLNESS OR DISABILITY

1. An employee may submit a written request for a leave of absence for reasons of illness or other disability. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive school years. Such illness or disability must be

confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.

2. An employee having five (5) years of service with the Board may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the Board. No more than two (2) such leaves per year will be considered.

3. Eligible employees who are on an approved Board of Education leave of absence shall have the opportunity of continuing to receive Cleveland Heights-University Heights group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option,

4. Employees on return from leave are assured of employment, and will be returned to their former classifications. Every effort will be made to return the employee to his/her former position. Time spent on such leave will not be credited as experience on the salary schedule.

5. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation.

J. FAMILY CARE LEAVE

1. A non-probationary employee with one year of continuous employment who has exhausted his/her sick leave and who is needed to care for a seriously ill relative may be granted up to six (6) months unpaid leave upon written request specifying the reason for a relative's need for care. This request will include the attending physician's written explanation of need and the expected duration of the attention. Relative shall mean spouse, child, stepchild, living in the employee's home as defined by marriage or its equivalent and attested to in writing, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother.

2. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during such leave. Failure to return immediately after the granted period will be considered a voluntary resignation.

K. BENEFITS DURING LEAVE

1. Employees will accrue both Program and Board seniority during all paid leaves and paid time off.

2. The Board will continue his/her SERS contributions and other employment taxes during all paid time off.

3. An employee on an unpaid leave of absence shall have his/her Board and Program seniority frozen during the leave, to be resumed when the employee returns to work. Employees will waive retirement during the unpaid leave.

L. JURY DUTY AND COURT APPEARANCE

JURY DUTY

Employees called to serve on juries will receive full compensation provided written proof of length of duty from the court bailiff is presented to the Department of Human Resources. Time served for jury duty will not be charged to sick leave nor personal leave.

COURT APPEARANCE

Employees who are subpoenaed to appear in court on a regularly scheduled workday, as a witness solely because of the performance of their employment duties in the School District, will be provided full compensation.

Employees who are subpoenaed to appear in court, on a non-regularly scheduled workday, as a witness solely because of the performance of their employment duties in the school district, will be provided with compensation in the amount of $25.00 per day.

ARTICLE 8 - INSURANCE AND FRINGE BENEFITS

A. HOSPITALIZATION & INSURANCE

1. No employee will be eligible to receive any benefits until they have satisfactorily completed the probationary period.

2. It is the responsibility of the employee to file all applications, forms, etc., necessary to obtain the above coverage. The Board shall not be liable in the event that an employee fails to file appropriate applications.

B. HOSPITALIZATION

1. The Board will furnish and contribute premiums for single coverage or family coverage.

2. Any employee regularly scheduled to work 1425 hours/year or more who elects coverage will be required to make a contribution toward the payment of premium as follows:

   Effective March 1, 2021, the full-time employee monthly premiums contribution for medical coverage, including prescription drug, will be as follows:

   i. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) less than 0.8 multiplied by BA Step 1 of the Regular Salary Schedule in Appendix B of the negotiated agreement for the Cleveland Heights Teachers Union ("Regular Salary Schedule") shall contribute

9% of the monthly premium for single coverage and 9% of the monthly premium for family coverage

ii. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 0.8 multiplied by BA Step 1 of the Regular Salary Schedule but less than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 10% of the monthly premium for single coverage and 10% of the monthly premium for family coverage

iii. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 11% of the monthly premium for single coverage and 11% of the monthly premium for family coverage

*"Annual compensation" for hourly employees is calculated as an employee's regularly scheduled hours per day multiplied by hourly rate multiplied by work days per contract year.

Effective July 1, 2025, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 11% of the monthly premium for single coverage and 11% of the monthly premium for family coverage.

Effective July 1, 2027, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 12% of the monthly premium for single coverage and 12% of the monthly premium for family coverage.

3. Employees regularly scheduled to work less than 1425 hours/year but at least 3.75 hours per day who elect coverage, will have their premium contribution prorated on the basis of 1425 hours/year, as set forth below.

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	89%
Tier 2	1,274	1,364	88%
Tier 3	1,176	1,273	81%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

Effective July 1, 2025:

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	88%
Tier 2	1,274	1,364	87%
Tier 3	1,176	1,273	80%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

Effective July 1, 2027:

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	86%
Tier 2	1,274	1,364	85%
Tier 3	1,176	1,273	78%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

4. No contribution will be made by the Board toward family coverage if the applicant already has family coverage by an existing policy in a managed care plan or similar group fully paid for by the contract holder's employer.

5. No employee will receive any insurance or fringe benefits unless the employee is regularly scheduled to work at least 3.75 hours each day during that year. In the event an employee performs work under the Board's collective bargaining agreement with the Ohio Association of Public School Employees Local 102, those hours shall count for the purposes of this requirement. The employee has 30 days in which to apply for coverage. Thereafter, hospitalization may be applied for at any future open enrollment period.

6. All employees who are covered by insurance shall be covered on a twelve (12) month basis. All premium contributions shall be subject to the Flexible Spending Plan (Pre-tax 125).

Each regular payroll deduction shall include a portion of the premium deduction for July and August, in order to cause all deductions to be withheld by the second check in June.

7. Telemedicine benefit

8. SaveonSP Program: Members whose specialty medication is eligible for this Program shall enroll and participate; once properly enrolled, the member's responsibility shall be $0 in copay. (If the SaveonSP Program is no longer available for a specialty medication, Article 8.E. copays shall apply.)

9. Coverage shall be provided for members or family members who choose to alter their bodies either surgically and/or hormonally for purposes of transgender reassignment (i.e. the coverage that is in place in the plan design as of January 2020).

10. Hearing benefit

11. Plan Design

Plan Design: Effective July 1, 2025, the Board agrees to provide the medical plan design as included in Appendix 13.

C. LIFE INSURANCE

1. Life insurance will be provided to all full-time employees and part-time employees whose position contemplates a regular schedule as indicated below:

950-1300 hours/year	$25,000 Insurance
1301-1500 hours/year	$30,000 Insurance
1501-2079 hours/year	$35,000 Insurance
2080-up	$40,000 Insurance

2. Enrollment in the above insurance programs will become effective after the successful completion of the employee's probationary period.

D. DISABILITY INCOME INSURANCE

1. The Board will provide income insurance to all employees covered under this agreement who are regularly scheduled to work five (5) hours or more per day as follows:

2. Benefits to be 50% of salary for the maximum period of 26 weeks starting on the 31st day of illness or the day following the exhaustion of paid sick leave, whichever is later.

E. VISION CARE AND DENTAL INSURANCE PACKAGE

1. Effective September 1, 2017, the Board will provide bargaining unit employees with the same vision, dental, and prescription drug insurance coverage provided to members of the Cleveland Heights Teachers Union.

2. The Board will make available a package to include vision care and dental insurance (including oral contraceptive coverage) under policies to be issued by such carrier as selected by the Board.

3. The Board will pay for full single or family coverage for the vision, dental and prescription drug insurance package for employees working a regular schedule of 1425 hours/year or more.

4. Employees who are regularly scheduled to work 3.75 hours/day or more are eligible for this vision, dental and prescription drug package on a prorated basis after satisfactory completion of the probationary period.

5. Dental and vision coverage shall equal or exceed that existing in 1993, except that orthodontia services will be 80% to $3,300 lifetime maximum. Basic/major/restorative dental services will be 80% to the annual benefit maximum of $3.300.

6. Effective July 1, 2025, the Board agrees to provide prescription drug as included in Appendix 13.

F. PART-TIME PRORATE AND ADVERSE SELECTION

1. Eligible members of the bargaining unit employed on less than a full-time basis who elect coverage under the above will have the Board contribution prorated on the basis of 1425 hours per year. This option of a vision and dental package must be exercised within the first thirty (30) days after successful completion of the probationary period, may not be exercised at any other time, and may not be cancelled, withdrawn or amended during the life of this two (2) year contract except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event that the member's spouse is separated from his/her employment.

2. Eligibility for the package commencing September 1, 1992 will require the following:

    1. The employee must be regularly scheduled to work at least 3.75 hours per day.

    2. The employee must enroll in the entire package.

    3. The employee's net check must be sufficient to cover the full cost of their share of their benefit costs.

G. MULTIPLE BARGAINING UNITS

Should a member of the Local 102 bargaining unit employed part-time have additional part-time work in another bargaining unit within the district, the member will be entitled to the Board-paid prorated percentage for benefits from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll deduction. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

H. ALL INSURANCE

1. Any cost of insurance in excess of the Board's contribution shall be by payroll deduction.

2. The following provisions are applicable to all insurance provided:

    1. No contribution will be made by the Board for family coverage in any of the above policies if the employee is being covered by a family covered policy issued by the Board to the employee's spouse.

    2. The Board shall not be liable in the event the employee fails to file appropriate applications.

    3. The insurance programs will be administered by the Treasurer/CFO.

3. The insurance program will be administered by the designee of the Superintendent

4. The Board retains the right to change insurance carriers, with consultation with OAPSE Local #102, so long as any carrier chosen furnishes benefits as good as, or better than, that presently provided.

I. EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is provided under a contract between the Board and provider, as negotiated. The Appendix contains a description of the program.

J. FLEXIBLE SPENDING ACCOUNT

A Flexible Spending Account Plan (Pre-tax 125) will be available to all members at their eligibility in accordance with Article 8 and/or the annual open enrollment period.

K. PHYSICAL EXAMINATIONS

Where not otherwise furnished through the existing provider's coverage, reimbursement will be made for routine physical examinations. The allowable frequency of such routine examinations is as follows:

age	frequency
30-39	1 exam every 5 years

40-49	1 exam every 3 years
50-59	1 exam every 2 years
Over 60	1 exam every year

L. HEPATITIS VACCINE

The Board will provide the Hepatitis B Vaccine to bargaining unit members.

ARTICLE 9 - DUTIES AND WORKING CONDITIONS

A. WORK HOURS

1. Time and a half shall be paid for all hours worked over forty (40) hours per week. There will be no pyramiding of overtime.

2. Except in emergency situations, the employee and Local President will be sent written notification five working days in advance of any change in an employee's regular work schedule that is contemplated for greater than five days.

B. CLEANERS' WORK HOURS

1. Reasonable attempts will be made to employ cleaners according to the following schedule:

Elementary Schools	...no less than 5 hours
Board of Education Building	...no less than 6 hours
Middle Schools	...no less than 6 hours
Delisle Center	...no less than 6 hours
Heights High School	...no less than 8 hours

2. On the evenings designated by the Superintendent as "conference night," cleaners at the specified buildings may be asked to begin their work shift earlier to prepare for the night. Cleaners will be given a week's notice of the proposed work hours.

3. Following conference night, the day that is designated as nonstudent/ nonteaching day, cleaners may be asked to begin their work shift earlier. This day may also be designated as an in-service day.

4. Any cleaner working a minimum of five (5) hours shall receive one 15-minute break.

C. PARAPROFESSIONALS/NON-PARAPROFESSIONALS

1. Reasonable attempts will be made to employ Paraprofessionals/Non-paraprofessionals according to the following schedule:

Classroom Paraprofessional	...no less than 7 hours
Guidance Paraprofessional	...no less than 7 hours
Kindergarten Paraprofessional	...no less than 7 hours

Language Paraprofessional	...no less than 7 hours
Nurse Paraprofessional	...no less than 7 hours*
Noon Nurse Paraprofessional	…no less than 4 hours**
School Psychologist Paraprofessional	...no less than 7 hours
Special Education Paraprofessional	...no less than 7 hours
Vocational/Career Ed. Paraprofessional	...no less than 4-7 hours
Lunchroom Nonparaprofessional	...no less than 4 hours

*A Nurse Paraprofessional who is assigned as a 1:1 will work the hours required to serve the student.

**Any member employed as a Noon Nurse Paraprofessional as of the effective date of this agreement will not be impacted by this provision.

2. Lunchroom nonparaprofessionals at the buildings specified by the superintendent to hold "conference nights" will not be required to work the conference night, and will be reassigned to another building on the designated compensatory day, or may be directed to attend in-service sessions.

3. On the evenings designated by the superintendent as "conference nights," the paraprofessionals at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

4. In the event the paraprofessionals at the specified building(s) are absent from the evening conference session, 1.0 day of sick leave or personal leave, as applicable, will be charged against their balance. The employee must follow all other applicable procedures that govern eligibility for, requesting and using such leave.

D. SECRETARIAL WORK HOURS

1. The following staggered work hours will be organized with the understanding that no secretary will be alone in a building beyond 4:30 p.m. unless the employee has administrative approval and other personnel are present, i.e. custodian, administrator.

2. Elementary, Middle School and Senior High School offices:

   between 7:00 a.m. and 5:00 p.m. dependent on individual school schedule.

3. Board of Education offices:

   between 7:00 a.m. and 5:00 p.m.

4. The work week shall be 37-1/2 hours per week, 7-1/2 hours per day, 5 days per week with an allowance of one hour for lunch. A fifteen-minute break will be allowed each morning and each afternoon at the time approved by the employee's immediate supervisor.

5. During the summer work schedule, the Board and Senior high school offices will be open from 8:00 a.m. to 4:30 p.m. with employees working a staggered schedule.

6. Personnel released from a building job with duties completed will be assigned by the Superintendent to the Board of Education Building to complete specified period of service to the Board of Education.

7. On the evenings designated by the superintendent as "conference nights," the administrative assistants, general office, and staff assistants, at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

8. In the event the administrative assistants, general office, and/or staff assistants at the specified building(s) are absent from the evening conference session, 1.0 day of sick leave or personal leave, as applicable, will be charged against their balance. The employee must follow all other applicable procedures that govern eligibility for, requesting and using such leave.

E. SUMMER WORK

1. Bargaining unit members may apply for temporary summer positions.

2. Forms will be available in each building by the 1st week of May for members to complete and return to the Human Resources Department to indicate their availability for temporary summer positions.

3. Employees assigned to summer duties within their• current classification series shall be paid at their regular yearly salary computed on an hourly basis.

4. Employees assigned to summer duties outside of their classification series shall be paid at Step 1 on the salary schedule of the classification for the summer position.

5. Summer work for Early Childhood shall be voluntary and all bargaining unit members will be paid in the classification to which they are assigned for the summer.

6. Summer work for Early Childhood will be offered by seniority so long as one employee who has worked with the affected children during the past school year is with the children for the majority of the day during the summer.

F. CALENDAR

The President of OAPSE Local #102 or designee shall be a member of the Advisory Committee on the school calendar.

G. UNIFORMS

1. Employees who are issued uniforms shall wear their uniforms while on duty. Employees are responsible for cleaning and maintaining the uniforms.

2. After ninety (90) days of employment, the Board will provide new employees five (5) wash and wear uniforms. Thereafter, on an annual basis, the Board will provide employees three (3) or more uniforms prior to the opening of schools.

3. If new uniforms are issued and employees are not permitted to wear their previous uniforms, the Board will provide those employees five (5) new uniforms.

H. DEPARTMENTAL MEETINGS

All employees attending required departmental meetings outside of the employees' regularly scheduled work day shall be paid their regular rate of pay.

ARTICLE 10 - TRAINING WORKSHOPS, TESTING & PROFESSIONAL DEVELOPMENT

A. TESTING

Prior to employment or promotion, all secretarial/clerical employees will be required to pass a skill test for their position. All secretarial/clerical employees transferring to a new classification will be required to pass an appropriate skill test for the new position. Copies of testing and/or final score shall be given to the employee.

B. TRAINING WORKSHOPS

1. Employees new to a position will be given an orientation by their immediate supervisor. All employees shall receive training as applicable for duties they are required to perform.

2. The Board will provide adequate instruction/training for any type of new project or equipment that the Board requires the employees to use.

3. The Board will make reasonable effort to provide workshops pertaining to each classification.

4. The Board will compensate bargaining unit members at their hourly rate or at a rate of $12.00 per hour (whichever is less) for workshops taken during hours other than those for which the employee is regularly scheduled.

C. PROFESSIONAL DEVELOPMENT

A joint committee that includes administrative and union representatives from each classification will be formed to develop professional development opportunities such as seminars, workshops, in-house staff development, cross-training and shadowing.

D. COMMUNITY SERVICES PROGRAM COURSES

1. An employee may take courses offered by the district's Community Services Program free of charge, under the following conditions:

    a. the employee applies to the Chief of Human Resources and Operations for approval to take the course.

    b. the Chief of Human Resources and Operations concludes the course is one that would be beneficial to the employee's work; and

    c. there is space available in the course.

2. In addition, employees may take other courses at half the cost provided that: enrollment in the course does not affect the instructor's fee, space is available, and that enrollment in the course will not reduce the number of paid participants in the course.

3. Additional materials or supply costs would be the responsibility of the employee.

ARTICLE 11 - JOB POSTINGS

A. POSTING PROCEDURE

1. Notice of all bargaining unit vacancies and newly created bargaining unit positions, shall be posted at the administrative designated sites in each school building. A copy of each posting will be forwarded to the President of OAPSE Local #102 for informational purposes.

2. Such vacancies shall be posted for five (5) work days after the date of posting.

3. Employees shall apply for all job postings online.

B. REQUIREMENTS

The vacancy listing will include:

a. The job title
b. The opening and closing date for the posting
c. General job description
d. Rate classification, number of hours and work days
e. Qualifications

C. SELECTION OF APPLICANTS

1. Employees who qualify shall be granted an interview prior to outside applicants. If an applicant does not receive the position, said applicant shall be notified in writing.

2. Selection of applicants is to be based upon qualifications. When skill and ability are relatively equal, seniority shall prevail. It is the responsibility of the Administration to

decide which individual is best qualified for any open position. The Administration may include members of OAPSE Local #102 as part of the interviewing team.

3. Any employee may request the results of any testing, if required.

4. Copies of each full time job vacancy occurring during summer months will be mailed to the home of each bargaining unit member in the classification in which the vacancy occurs, unless such unit member is working in the district at the time the vacancy occurs.

5. Positions that have been vacant for more than six (6) months from the date of the initial posting will be re-posted if the position is going to be filled.

ARTICLE 12 - REDUCTION

A. LAYOFF AND RECALL

1. In the event a reduction of classified personnel becomes necessary this procedure shall govern.

2. The following layoff and recall provisions do not apply to Auxiliary Services.

3. The Local President will receive a thirty (30) work day notification prior to employees being laid off.

B. SENIORITY

1. Seniority shall be defined as the length of continuous employment by an employee of the Board as computed from his/her most recent date of hire. Work as a substitute employee prior to becoming a regular employee shall not be counted toward seniority.

2. Unpaid leaves of absence granted by the Board shall not be counted toward seniority nor shall such leaves of absence break any accumulated seniority.

3. In cases of identical seniority, the senior employee will be determined by the earliest application date, and if applications for all affected individuals are not available the senior employee shall be determined by the flip of a coin.

4. For the purpose of lay off, seniority within Local #102 shall apply. Seniority accumulated outside of Local #102 shall not be counted for the purpose of lay off in Local #102; however, seniority for Local #102 will include seniority obtained by members while working in former Local #100.

5. The Union President shall be provided two (2) Seniority Lists per school year; once no later than the end of September and once no later than the end of March.

C. REDUCTION PROCEDURES

1. The number of people affected, by a reduction will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. Upon approval by the Board of Education of the reduction in force, all transfers in the affected job classification shall be suspended until Administration completes the reduction procedures.

2. No students, JTPA or Welfare individuals shall be hired while employees are laid off. Probationary employees shall be laid off first.

D. BUMPING

1. An employee affected by a reduction in force has the right to displace a less senior employee in the following order provided that the affected employee has all the necessary job skills for performing the available work with instruction but without training:

    a. The most senior employee in the classification series will start the reduction process.

    b. The employee will be shown the seniority list for his/her classification, which will include any known vacancy.

    c. The employee may choose to be laid off and placed on the recall list; or,

    d. Provided he/she has all the necessary job skills for performing the available work with instruction but without training, the employee may select a vacancy, if any, or choose to bump into the position of the least senior employee in his/her classification who works the same total hours per year, or bump the least senior employee who works fewer total hours per year.

    e. If there is no one less senior with the same or fewer total hours, he/she may displace the least senior employee in the next lower classification who normally works the same or greater hours as the employee being displaced.

2. All bumping within a classification series shall be into equal or lower classifications.

3. An employee affected by a reduction may exercise bumping into a different classification series if he/she has previously held a position in good standing within 24 months of the reduction process.

4. The employee who is displaced as the result of a reduction in force will have the same rights to this procedure, in seniority order, along with any other affected employee(s).

5. When all bumping options and vacancy selections have been exhausted, the remaining vacancies will be posted in accordance with Article 11.

6. Each affected employee will receive written notice twenty (20) working days prior to the implementation of a layoff under this Article. The written notice will state the following:

   a. reason for the lay off or reduction;
   b. the effective date of lay off, and;
   c. a general reminder of the recall rights provided by this Article.

E. RECALL

1. An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee held at the time of layoff.

2. The order of recall shall be determined on the basis of seniority, provided the laid off employee has the necessary job skills for performing the available position with minimal instruction but without training.

3. Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Superintendent or his/her designee.

4. The period of recall shall continue for the period of two (2) years from the day of layoff.

5. An employee shall remain eligible for recall unless:

   a. the time limit for the right of recall has expired; or

   b. he/she resigns; or

   c. the employee accepts or declines recall to any position for which he/she is eligible for recall, under Recall, paragraph 1 above; or

   d. he/she fails to respond to recall within five (5) working days of receipt or attempt of delivery to the employee's last known address as set forth in paragraph 3 above.

6. Upon return to service, the employee shall be credited with all back seniority; however, the period of lay off shall not be counted within that earned seniority total. Experience credit will not be granted for the period of lay off.

7. At the time of lay off, if an employee has been employed by the School District for at least one year, the School District will provide two (2) months of paid hospitalization, HMO or other coverage, as appropriate. (For example, an employee laid off on June 30th, would receive the hospitalization benefits for the months of July and August.) Subsequently, laid off employees may purchase the hospitalization coverage, as provided by law, provided the employee makes payment to the Treasurer/CFO, as directed, by the date established for such payment by the Treasurer/CFO. Failure to do so will result in the laid off employee's removal from the insurance rolls. Once an employee is off the insurance rolls, such employee waives all further rights to coverage during the period of layoff. Should a laid off employee have hospitalization benefits available to him or her through another

employer, such employee must notify the Treasurer/CFO and will be removed from the insurance rolls.

ARTICLE 13 - CLASSIFICATION SERIES

A. Classifications shall be defined as follows:

I. Cleaners

II. Cafeteria Workers

A. Cook Managers

III. Secretaries (205, 215, 225, or 260 day)

A. Administrative Assistant
B. Staff Assistant
C. General Office

IV. Paraprofessionals/Lunchroom Non-paraprofessionals

A. Lead Paraprofessional
B. Paraprofessionals — Teaching Certificate
C. Paraprofessionals — 4-year degree
D. Paraprofessionals — 2-year degree
E. Paraprofessionals — Highly Qualified
F. Paraprofessionals — Non-degreed
G. Lunchroom Non-paraprofessionals

ARTICLE 14 - ALTERNATE WORK ASSIGNMENT/MEDICAL TRANSFERS

An employee who becomes medically unable to satisfactorily perform the assigned duties in his/her assigned classification due to illness or injury, shall be given fair consideration for an alternate work assignment based upon his/her ability to perform if an opening is available in an appropriate and suitable classification.

Alternative work assignments shall be mutually agreed **u**pon by the Chief of Human Resources and Operations or his/her designee, and the employee involved.

ARTICLE 15 - DISCIPLINARY ACTION

A. Employees may be disciplined or discharged for just cause. Action taken by the Employer under this provision may be contested as a grievance including arbitration.

B. The employee has the right to be represented by the Union at any disciplinary meeting or meeting where disciplinary action may result.

C. The employee and the Union shall be given a minimum of twenty-four (24) hours' notice of such disciplinary meetings when, in the Board's judgment, the employee in question presents no potential risk of harm to property or people.

D. Disciplinary action taken by the Board may be contested through the grievance process up to and including arbitration. Disciplines involving suspension and discharge shall be introduced to Step 2 of the Grievance Procedure.

E. In lieu of suspensions without pay being issued directly by the Board of Education, such suspensions without pay may be issued by the Superintendent or designee upon written agreement of the Superintendent/designee, Union, and bargaining unit member to waive such Board action in accordance with O.R.C. 3319.081.

ARTICLE 16 - ADMINISTRATION-UNION CONCERNS

A. From time to time, problems may arise on which OAPSE or the Administration may feel discussion should be had between OAPSE and Administration in an effort to satisfactorily resolve such problems.

1. In such event, a meeting will be scheduled upon request by either party.

2. The meeting shall be scheduled no later than five (5) days after the date of such a request in order to resolve the problem.

3. If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.

4. The problem and the position papers will be submitted to the Board.

B. Within ten (10) days of receipt of the position papers, the Board will review the problem. The Board position shall be sent in writing to OAPSE and to the Administration. The Board position shall be made in writing not later than twenty (20) days after receipt of the position papers.

ARTICLE 17 - GRIEVANCE PROCEDURE

A. PURPOSE

This Grievance Procedure is established for the purpose of achieving fair, equitable and just resolution of disputes, disagreements and differences which may occur between (a) employees of the Cleveland Heights-University Heights Board of Education who are of the employee categories which are represented by OAPSE in negotiations and (b) the Board of Education and its administrative staff and supervisory employees.

B. DEFINITION OF GRIEVANCE

A grievance is any matter concerning the interpretation, application, alleged violation of this Agreement, or discipline. Grievances may be filed by individual employees or groups of employees.

C. INFORMAL PROCEDURE

The initial effort to resolve a dispute, disagreement or difference shall be by direct contact between the individual, either by himself/herself or in the company of an OAPSE representative, and the individual's immediate supervisor. This informal procedure may be omitted if the subject is not within the scope of such supervisor's responsibilities.

D. FORMAL PROCEDURE

1. If the dispute, disagreement or difference falls within the Definition of Grievance stated in Section B and is not settled through informal procedure as stated in Section C, a formal grievance may be initiated by the individual.

2. The formal grievance must be written on a standard form supplied by the Board of Education (copy attached).

3. The form shall include, in writing, a statement of the facts, and reference to pertinent provisions of the negotiation agreement or employment guide or to other basis for grievance.

4. The formal grievance shall be signed by the grievant, and delivered to the supervisor of the grievant.

5. The grievance must be filed within twenty (20) work days of its occurrence or it will no longer exist.

6. A copy of the written grievance shall be sent to the Human Resources Department.

7. This Agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, this Agreement is intended, as permitted by law, to replace the Civil Service Commission and its Rules and Regulations

E. GRIEVANCE — STEP 1

1. Not later than five (5) work days after a grievance is filed, the supervisor will notify the grievant and the OAPSE representative of the date, time and location of the meeting in Step 1.

2. The date of the Step 1 meeting shall be not later than ten (10) work days after the date of notification.

3. At the Step 1 meeting, there shall be present:

    a. The supervisor of the grievant; and
    b. The grievant; and
    c. An OAPSE representative, if the individual so requests.

4. Not later than five (5) work days after the conclusion of the Step 1 meeting, the supervisor shall submit his disposition in writing to the grievant.

5. A copy of the disposition shall be given to the OAPSE representative and to the Chief of Human Resources and Operations.

F. GRIEVANCE — STEP 2

1. If the grievance is not settled at Step 1, the following procedure shall be followed:

   a. The grievant may, not later than ten (10) work days after receipt of the written disposition of Step 1, submit to the Chief of Human Resources and Operations a written request for a meeting in Step 2 for the purpose of settling the grievance.

   b. Not later than five (5) work days after receipt of such a request, the grievant and the OAPSE representative shall be notified of the time and location of the Step 2 meeting.

   c. The date of the Step 2 meeting shall be not later than ten (10) work days after the date of notification.

   d. The meeting in Step 2 shall be before the Chief of Human Resources and Operations and/or such member of his/her staff as he/she shall designate.

   e. The grievant shall be present and an OAPSE representative, if the grievant so requests.

   f. Not later than five (5) work days after the conclusion of the hearing in Step 2, the Chief of Human Resources and and/or his/her designee shall submit a disposition in writing to the grievant. A copy shall be sent to the OAPSE representative and to the Superintendent.

G. GRIEVANCE — STEP 3

If the grievance is not settled in Step 2, the Union shall request that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). The Union or the District will notify FMCS and schedule the mediation within thirty (30) days.

H. GRIEVANCE — STEP 4

1. If the mediation at Step 3 is unsuccessful, the Union may submit to the Board a notice of arbitration. Such notice must not be later than twenty (20) work days after the conclusion of the mediation.

2. The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS). If an arbitrator is not selected from the first list, a second list shall be provided to the parties.

3. The arbitration step of the grievance procedure shall be conducted pursuant to The Rules of the Federal Mediation and Conciliation Service (FMCS) .

4. The cost of obtaining lists of arbitrators shall be shared by the Parties. The fees and expenses for the arbitrator, the cost of the transcript of the arbitration hearing provided to the arbitrator, and the day's pay of the President for attending the arbitration hearing shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits and counsel. The arbitration shall be held during Board of Education working hours,

5. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

In the event FMCS no longer provides mediation and/or arbitration services, the parties may mutually agree on the use of another entity and/or service, or for mediation, to meet without a mediator. The parties agree to equally share all costs associated with those entities and/or services for mediation. Such mediation and/or arbitration will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation and/or arbitration, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

I. TIME LIMITATIONS

In determining the time limitation of Steps 1, 2, 3 and 4, Saturdays, Sundays, and holidays shall be excluded.

J. GRIEVANCE REPRESENTATIVE

1. The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative or officer of any organization other than OAPSE.

2. When an individual is not represented by OAPSE, OAPSE shall have the right on its request to have its representative present to state its view at all stages of grievance procedure unless the grievant objects to the OAPSE representative being present at the Step 1 or Step 2 meeting.

3. Nothing contained herein shall prevent any grievant from presenting a grievance and having it adjusted without intervention or representation by OAPSE.

4. At any of the steps hereinbefore set forth, the employee must appear.

K. PROFESSIONAL RIGHTS

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, OAPSE representative, or any participant in the grievance procedure.

ARTICLE 18 - NO STRIKE CLAUSE

Neither the Union, its agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the School District during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with Chapter 4117 O.R.C., including but not limited to Sections in 4117.15, 4117.16 and 4117.18 in their entireties, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above may be subject to immediate disciplinary action by the Board, including termination.

ARTICLE 19 - PRINTING AND DISTRIBUTION OF AGREEMENT

The Board will print the Agreement for distribution to the members of the bargaining unit and the format of the publication shall be determined in conference with OAPSE representative.

ARTICLE 20 - AGREEMENT

If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 21 - MANAGEMENT RIGHTS

Except as may be limited by the express written terms of this Agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities as provided by law.

APPENDIX

1. Employee Assistance Program
2. Criminal Histories Policy
3. Grievance Form
4. Assault Leave Form
5. HIPAA Authorization Form
6. April 25, 2008 Letter re: Release Time
7. Legacy Documents
8. Legacy Documents
9. Legacy Documents
10. Memorandum of Understanding
11. Memorandum of Understanding
12. Plan Design
13. Plan Design
14. Memorandum of Understanding

APPENDIX 1

EMPLOYEES ASSISTANCE PROGRAM

1. Purpose

The Cleveland Heights—University Heights Board of Education and its Local 102 bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

2. Job Jeopardy

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

3. Privacy and Confidentiality

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees' assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

4. Contract Service

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the 102 bargaining unit in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency
    a. Alcoholism
    b. Other drug dependencies

2. Emotional Problems

3. Family Problems

4. Marital Problems

5. Financial Problems

6. Legal Problems

5. Referral

The provision of service can be activated by any one of three ways:

1. Self Referral - The member may recognize the need for assistance and seek assistance through the program.

2. Family Referral - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.

3. Supervisory and/or Union Referral - Local 102 or supervisors may refer members to the Employees Assistance Program.

6. Literature

Initial literature announcing and describing the Employees Assistance Program for Local 102 shall be published and distributed by Local 102 on Local 102 letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

APPENDIX 2

CRIMINAL HISTORIES POLICY

POLICY

The Board of Education is committed to selecting and hiring the highest quality candidates for certificated and classified positions and complying with Ohio Revised Code Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code, Rule 3301-20-01, and any other pertinent regulations. It is the policy of the Board to require criminal history checks of all employees who come under final consideration for employment. Because this policy speaks to the dismissal and/or termination of employees, it may involve the rights of employees to fair representation and all other rights afforded by labor law. Accordingly, this policy and its procedure have been negotiated with AFT Local 795, OAPSE Locals 102 and 617, SAEU District 1199, and EAC, and may not be amended without further negotiation.

PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form:

   I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.

2. The Employment Application will ask whether the applicant has ever been convicted of a felony or misdemeanor. Any individual with an expunged and/or sealed criminal record who answers "No" to this question on the Employment Application cannot be terminated for falsification of employment application materials for denying the sealed or expunged criminal conviction.

3. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.

4. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying

and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.

5. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.

6. BCI and FBI reports will not be included in employee personnel folders, but will instead be stored under lock and key, in the status of "for the Chief of Human Resources and Operations' eyes only."

APPENDIX 3

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE FORM

No.: _____

Date: _____

1. Name of Employee: _____
2. Building where employed: _____
3. Nature of Grievance: _____

_____

_____

(State exactly what happened, when, where, why, and what adjustment is sought. Continue on separate sheet if necessary)

Please provide the following from Agreement:

ARTICLE # _____ SECTION _____ PARAGRAPH# _____

_____

_____

4. Relief Sought: _____

_____

5. No. of employees involved _____ 6. Date of occurrence _____
6. Witnesses: _____

_____

7. Do you wish to be represented at hearings by the Ohio Association of Public School Employees? _____

_____
Signature of Aggrieved Employee

_____
Signature of Employee's Supervisor

Copies sent to: Date:

1st Employee's Supervisor _____
2nd Director of Business and Operations _____
3rd Chief of Human Resources and Operations _____
4th Superintendent _____
5th Employee _____
6th Union _____

_____

APPENDIX 4

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of the negotiated agreements with the Cleveland Heights-University. Heights City School District and the Cleveland Heights 'Teachers Union, Local 795, AFT, and the OAPSE Locals 102 and 617, 1 hereby apply for assault leave and, in support of my, application, state the following:

Employee Name:_____Building:
_____

I began my absence on:_____ I returned to duty on:
_____

I was assaulted on:_____by:_____
_____
(name of employee or student)
at:_____in the following manner:
_____
(place where incident occurred)

_____
_____
(furnish brief description of occurrence – use back of form if necessary)

The assault was witnessed by:
_____

and was reported to:_____on
_____
(name of supervisor/administrator)

Employee Signature:_____Date:
_____

If you received medical attention because of the assault, have the attending physician complete the following:

I treated _____ on the following dates:
_____

_____and have/will discharge(d)
_____

_____from further treatment on
_____

In my opinion,_____was totally disabled from
_____

to_____and will continue to be totally disabled until
_____

The disability for which I treated_____is
_____

_____

_____ _____
_____

Printed Name of Physician **Signature of Physician** **Date**

APPENDIX 5

AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Persons/Organizations authorized to use or disclose Protected Health Information:

_____

[Insert name of physician, clinic and/or hospital performing physical examination of employee]

Organization to which the authorized use or disclosure may be made: ***Board of Education of the Cleveland Heights-University Heights ay School District (the "Board)***.

Specific description of Protected Health Information to be used or disclosed: ***results and other information relating to the physical examination of employee performed by the above-identified physician, clinic and/or hospital during the 12-month period immediately prior to the expiration of this authorization.***

The purpose of the use or disclosure is: ***at the request of the employee***.

This authorization will expire: _____

I, _____ (social security number) _____
[insert employee's name and social security number], hereby authorize the use or disclosure of my Protected Health Information as described above. I understand that this authorization is voluntary. I further understand that since the Board is not a Health Plan, Health Care Clearinghouse or Health Care Provider, my Protected Health Information may no longer be protected by federal privacy regulations. I hereby waive, and release the above-identified physician, clinic and/or hospital from any privacy restrictions imposed by law.

I understand that the above-identified physician, clinic and/or hospital may not condition treatment, payment, enrollment or eligibility for benefits on my provision of this authorization, except that the above-identified physician, clinic and/or hospital may refuse to perform a physical examination of me as required by the Board if I refuse to provide this authorization.

I understand that I may revoke this authorization at any time by notifying the above-identified physician, clinic and/or hospital in writing, but if I do revoke this authorization, such revocation will not have any effect on actions taken by the above-identified physician, clinic and/or hospital in reliance on this authorization.

I understand that I may see and copy the information described on this form upon request, and that I may obtain a copy of this form after I sign it.

YOU MAY REFUSE TO SIGN THIS AUTHORIZATION

Signature of Employee (or Representative):_____Date:_____

Printed Name of Employee (or Representative)_____

A Representative must describe his/her authority to act as the Employee's representative (please attach supporting documentation):_____

APPENDIX 6

April 25, 2008

President
OAPSE Local #102
Cleveland Heights--University Heights City School District
2155 Miramar Blvd.
University Heights, OH 44118

Dear President;

This letter is to document our mutual understanding of the exclusions from "release time."

The "release time" in Section 28.00.1 of the OAPSE Local #102 Negotiated Agreement with the Cleveland Heights--University Heights Board of Education would not need to be used for:

a) fact-finding meetings;
b) insurance committee meetings;
c) grievance hearings;
d) Board/Administration-called meetings; and
e) Union-called meetings with Board/Administration.

Sincerely,

Patricia A. Horton
Assistant Director of Human Resources
Cleveland Heights--University Heights City School District

APPENDIX 7

LEGACY DOCUMENTS

This document reflects excerpts from the July 1, 2013-June 30, 2016 Agreement between the Cleveland Heights – University Heights Board of Education and the Ohio Association of Public School Employees, Local No. 102 that are no longer necessary or applicable. The parties have agreed to maintain this Legacy Document in the event there is a need in the future to address similar issues where this historical language may serve as a guide for future bargaining or in the event various inactive classifications become active.

ARTICLE 6 - COMPENSATION

A. SALARY SCHEDULES

Preschool Wage Grid
Effective 7/1/2015-6/30/2016

Step	1.75%	Leads	D-Leads	Assoc	D-Assoc
1		$13.80	$14.12	$11.61	$11.91
2		$14.13	$14.42	$11.91	$12.23
3		$14.42	$14.73	$12.23	$12.56
4		$15.07	$15.37	$12.56	$12.87
5		$15.69	$16.01	$12.90	$13.18
6		$16.48	$16.80	$13.32	$13.62
7		$16.80	$17.42	$13.62	$13.95

4% SERS pickup by the Board of Education

Preschool designation above includes the Early Childhood and Early Childhood before and after programs.

M. PAID HOLIDAYS

10. Before and After School employees will be entitled to a paid holiday up to two days per year when the Before and After School Program is closed as a result of the District's schools being closed because of evening parent teacher conferences in grades K-5 in the District.

ARTICLE 9 - DUTIES AND WORKING CONDITIONS

J. EARLY CHILDHOOD PRESCHOOL ASSOCIATE, LEAD AND ASSOCIATE INSTRUCTORS

Early Childhood Preschool Associate Instructors will have a ten (10) month schedule from September through June. Lead and Associate Instructors in other programs will be notified annually of tentative assignments and schedules based on program calendars. Questions regarding rates of pay are to be directed to the Human Resources Department.

3. **WAGE ADJUSTMENT DUE TO TRANSFERS OR PROMOTIONS**

An employee who is promoted from Associate to Lead shall be placed at the beginning step of the new classification except where the current rate exceeds the beginning rate of the new classification, the employee will be placed on the lowest step which provides for a rate increase. An employee who is moved from one Associate classification to another or one Lead classification to another will be placed on the first step of the new classification except where the employee's current rate exceeds the first step of the new classification, in which case the employee will be placed on the first step to provide a rate increase or the employee's current step, whichever is lower. The Board may choose to hire employees at wages above the amounts indicated in the salary schedules.

4. **HIGHER CLASSIFICATION PAY**

Associate Instructors who are assigned to and perform work in a lead position for two hours or more in any pay period will be paid an additional $1.00 per hour for all hours worked in the higher classification.

ARTICLE 13 - CLASSIFICATION SERIES

A. Classifications shall be defined as follows:

VI. **Before School Program**

A. Before School Lead Instructor with Degree
B. Before School Lead Instructor
C. Before School Associate Instructor with Degree
D. Before School Associate Instructor

VII. After School Program

A. After School Lead Instructor with Degree
B. After School Lead Instructor
C. After School Associate Instructor with Degree
D. After School Associate Instructor

APPENDIX 8

LEGACY DOCUMENTS

CAFETERIA WORK HOURS

1. Reasonable attempts will be made to employ cafeteria workers according to the following schedule:

Cook Managers	...no less than 7-1/2 hours
Cook Manager (Delisle)	...no less than 5-1/2 hours
Head Cook	...no less than 7 hours
Assistant Cooks	
Breakfast	...no less than 1 to 1-1/2 hours
Lunch	...no less than 3-1/2 to 7 hours

An Assistant Cook may be scheduled for less than 3-1/2 hours per day if such employee is also employed in a position(s) in another job classification within the bargaining unit or a job classification within OAPSE Local 102, and is supplementing his/her hours (not to exceed a total of 8 hours per day).

2. Should conditions warrant a change in the above hours, the Union shall be contacted for discussion, prior to any final decisions.

3. On the evenings designated by the Superintendent as "conference nights," the cafeteria staff at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building/Food Service Supervisor. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

* * * * *

Assistant Cook		
Effective	**7/1/2019**	
Annual Increase	**2.0%**	
Step		
1	$12.02	
2	$12.37	
3	$12.71	
4	$13.06	

5	$13.44	
6	$13.83	
7	$14.18	
8	$14.54	
9	$14.88	
10	$15.24	
11	$15.61	

APPENDIX 9

LEGACY DOCUMENTS

This document reflects excerpts from the July 1, 2017-June 30, 2019 Agreement between the Cleveland Heights – University Heights Board of Education and the Ohio Association of Public School Employees, Local No. 102 that are no longer necessary or applicable. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall negotiate to the agreement, any required and/or necessary changes to this legacy document prior to the document being placed back into the negotiated agreement,

1. Local 102 assures the Board that the Local's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

2. The Local shall provide to the Board a copy of the Local's rebate procedure. The Local shall also provide to the Board any revisions or amendments to the fair share fee and rebate procedures at the time such revisions or amendments are adopted.

3. In the event any member of the bargaining unit from whom a service fee is charged shall object to the imposition of such fee, either on the grounds that the amount charged is inaccurate or that the bargaining unit member is not one against whom a service fee may be assessed, this shall be discussed with the Local in an effort to resolve the dispute.

4. Subject to the above, Local 102 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of service fees or dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. The Union shall select qualified, competent attorneys. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section may be reopened for negotiations by request of either party

a. **<u>Section 1</u>**

Ninety (90) days following the beginning of employment or the effective date of this agreement, whichever is later, employees in the unit who are not

members of the Local shall pay to the Local a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Local who are in the bargaining unit. The Local shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Local, both State and Local Chapters, in the same manner except that written authorization for deduction of fair share fees is not required.

b. **Section 2**

The fair share service fee assessment shall be applicable to all employees whose position contemplates a regular schedule of more than three (3) hours per day.

c. **Section 3**

The Board shall continue the present practice concerning payments and providing printouts and shall provide twice per year a list of all members of the bargaining unit and dues deduction; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence; and a list of employees who terminate employment

d. **Section 4**

The Union represents to the Employer that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established. These procedures will be provided, in writing, to each bargaining unit employee who does not join the Union. These procedures, and all notices associated with these procedures, shall be in compliance with all applicable State and Federal laws and the Constitutions of the federal government and the State of Ohio.

APPENDIX 10 (Intentionally Blank)

APPENDIX 11

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 24 day of May, 2019 by and between the Cleveland Heights-University Heights City School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees Local 102 (hereinafter the "Union").

WHEREAS, the Collective Bargaining Agreement ("CBA") between the parties (which expires June 30, 2021) includes by virtue of the recognition clause the position of food service manager; and

WHEREAS, the parties seek to clarify the role of one food service manager position ("Retained Position"), effective July 1, 2019 forward, given the District has exercised its right under Article 1.A. of the negotiated agreement to contract out food service operations beginning July 1, 2019.

NOW, THEREFORE, it is hereby agreed that:

1. Effective July 1, 2019, in order to assist in the transition to utilizing subcontracted services for food service operations, one position of food service manager ("Retained Position") will remain a position hired directly by the District and will therefore remain a Union position (i.e., the position will not be contracting out on July 1, 2019).

2. The second position of food service manager ("RIFed Position") shall be subject to a reduction in force, and that RIFed Position may be subcontracted and/or the roles and responsibilities of the RIFed Position may be accomplished by/assigned to a subcontracted worker.

3. However, in the event the District determines, in its sole discretion, to reduce by a reduction in force the Retained Position at any time, the parties acknowledge and agree that the roles and responsibilities of the Retained Position may be subcontracted and/or the roles and responsibilities of the Retained Position may be accomplished by/assigned to a subcontracted worker.

IN WITNESS WHEREOF the parties do hereby agree to this Memorandum of Understanding.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 102

By: Brendon Watts

Name: Brendon Watts

Title: Manager

Date: 5-28-19

CLEVELAND HEIGHTS- UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Brian Williams

Name: Brian Williams

Title: Superintendent

Date: 5/28/19

APPENDIX 12 (Intentionally Blank)

APPENDIX 13

Medical Mutual of Ohio

	Non-Grandfathered	
Benefits	**Network**	**Non-Network**
Network/Non-Network Integration	Separate - Costs incurred for a non-network provider will only apply to the non-network deductible, coinsurance limits and vice versa	
Benefit Period	January 1st through December 31st	
Benefit Period Deductible - Single/Family	$100/$200	$200/$400
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	$400/$800	Unlimited
Out-of-Pocket (Deductible + Coinsurance)	$500/$1,000	Unlimited
Maximum Out-of-Pocket (Deductible + Coinsurance + Medical & Rx Copays)	$6,850/$13,700	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)	$15 Copay	90% after deductible
Urgent Care Office Visit	$15 Copay	90% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law	100%	100%
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Emergency use of an Emergency Room and Emergency Room Physician	$25 copay, then 100%	$75 copay, then 100%
Non-Emergency use of an Emergency Room and Emergency Room Physician	$100 copay, then 100%	$100 copay, then 100%
Hearing Services	Covered	
Durable Medical Equipment	90% after deductible	80% after deductible
Organ Transplant	90% after deductible	80% after deductible
Ambulance Services	90% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Inpatient & Outpatient Mental Health and Substance Abuse	Benefits paid based on corresponding medical benefits	
Prescription Drug Benefits		
Retail Program		
Generic	$5 Generic	Not Covered

Formulary	$15 Single Source Brand	Not Covered
Non-Formulary	$50 Multi-Source Brand	Not Covered
Home Delivery Program		
Generic	$10 Generic	Not Covered
Formulary	$30 Single Source Brand	Not Covered
Non-Formulary	$100 Multi-Source Brand	Not Covered
Other Rx Plan Changes	MMO's Basic Plus Formulary: Prior Authorization, Quantity Duration Limits and Step Therapy for certain drugs. Retin-A or equivalent coverage is included for plan participants who are age 25 and older for medically necessary purposes only.	

* Beginning January 1, 2026, GLP-1 receptor agonists/drugs are not covered for the treatment of obesity or weight management. Where GLP-1 receptor agonists/drugs are prescribed for FDA-approved indications (e.g., diabetes), prior authorization is required.

*Outpatient therapy – increase to 12 visits per year

Appendix 14

Memorandum of Understanding

The parties agree that, effective July 1, 2022, the three staff assistants assigned to the Treasurer/CFO's office, shall be transferred to the position of administrative assistant at one step greater than the step that is in effect for the 2021-2022 school year. The transfer shall occur without any further process, including without the posting/interview requirements, or any other requirements, as outlined in the negotiated agreement.

This contract set forth was entered into following the ratification by the Union and the adaptation by the Board on June 7, 2022

Maila Lewis Board President	Elizabeth Kirby Superintendent	Valerie Sanders OAPSE Local 102 President

This contract, effective July 1, 2025, through June 30, 2028, set forth was entered into following ratification by the Ohio Association of Public School Employees, Local #102 on 6/3/25, and following ratification by the Board on 6/24/25:

Malia Lewis, Board President

Date

Quinzetta Ellis, Ohio Association of Public School Employees, Local #102

Date

Elizabeth Kirby, Superintendent

Date

OAPSE F.R.

Angéle Latham, Chief Financial Officer / Treasurer

Date